

Vendor Name	Ref Doc	Award Date Ct	Validity Per. Start	Validity Period End	G/L Acct Long Text	Delivery Date	Original Value	Total PO Amount
CENTRE OF EXCELLENCE FOR	4500123599	2015-04-02	2015-04-02	2015-08-28	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-01	\$14,944.25	\$14,944.25
TBP & ASSOCIATES INC.	1908158060	2015-04-20	2015-04-20	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-17	\$24,860.00	\$24,860.00
IBM CANADA LTD	1935857995	2015-04-22	2015-04-22	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-15	\$24,860.00	\$24,860.00
GSI INTERNATIONAL CONSULTING G	1929458193	2015-05-04	2015-05-04	2015-06-30	EDP CONSULTANTS	2015-04-28	\$24,679.20	\$24,679.20
CCI LEADERSHIP INSTITUTE	4500124324	2015-05-12	2015-05-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-05-08	\$24,973.00	\$24,973.00
CONVERSART CONSULTING LTD.	1920458579	2015-07-02	2015-07-02	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-31	\$24,408.00	\$24,408.00
COACHING ALLIANCES	1937158338	2015-07-06	2015-07-06	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-06-13	\$5,650.00	\$5,650.00
JHG CONSULTING NETWORK INC	1913858545	2015-07-06	2015-07-06	2015-10-07	EVALUATION SERVICES	2015-07-06	\$24,860.00	\$24,860.00
HALIFAX GROUP, THE	1928558714	2015-07-22	2015-07-22	2015-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-09-30	\$16,526.25	\$16,526.25
JHG CONSULTING NETWORK INC	1913858715	2015-07-23	2015-07-23	2016-01-31	EVALUATION SERVICES	2016-01-31	\$24,860.00	\$24,860.00
n12 Consulting Corp.	1940258855	2015-08-07	2015-08-07	2015-12-31	EDP CONSULTANTS	2015-12-31	\$24,238.50	\$24,238.50
NCR ASSOCIATES	1914758720	2015-08-21	2015-08-21	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$22,571.75	\$22,571.75
ALTIS HR	1927858963	2015-08-31	2015-08-31	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-08-31	\$24,636.83	\$24,636.83
EXCELLENCE RHR CONSULTATION IN	1914758725	2015-09-04	2015-09-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$21,696.00	\$21,696.00
CACHE CONSULTING CORPO.	1939959386	2015-11-04	2015-11-04	2016-03-31	EDP CONSULTANTS	2015-10-23	\$24,992.78	\$24,992.78
PLEIAD CANADA INC.	1902459344	2015-11-06	2015-11-06	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-06	\$14,940.98	\$14,940.98
PETER CAMERON AND ASSOCIATES I	1902459374	2015-11-16	2015-11-17	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-17	\$11,300.00	\$11,300.00
MAXSYS	1929459319	2015-11-25	2015-11-25	2016-09-30	EDP CONSULTANTS	2015-11-20	\$11,300.00	\$16,950.00
AIM GROUP INC, THE	1927959565	2015-12-07	2015-12-07	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-01-29	\$24,860.00	\$24,860.00
DENNERY RESOURCES	1927059696	2015-12-18	2015-12-18	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-18	\$19,436.00	\$19,436.00
PROTAK CONSULTING GROUP INC	1929469621	2016-01-11	2016-01-11	2016-03-31	EDP CONSULTANTS	2015-12-15	\$24,814.80	\$24,814.80
SYSTEMSCOPE INC.	4500126833	2016-01-11	2016-01-11	2016-05-31	EDP CONSULTANTS	2015-12-23	\$24,973.00	\$24,973.00
I4C CONSULTING INC.	1940269523	2016-01-15	2016-01-15	2016-03-31	EDP CONSULTANTS	2016-01-15	\$38,808.72	\$38,808.72
LANSDOWNE TECHNOLOGIES INC.	1904669955	2016-01-28	2016-01-28	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-02	\$3,390.00	\$3,390.00
BEYOND TECHNOLOGIES CONSULTING	1939969943	2016-02-02	2016-02-02	2016-03-31	EDP CONSULTANTS	2016-03-31	\$24,012.50	\$24,012.50
DENNERY RESOURCES	1914760101	2016-02-12	2016-02-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-11	\$9,986.38	\$9,986.38
ARTEMP PERSONNEL	1928068439	2016-02-17	2016-02-17	2016-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-04-01	\$23,363.88	\$23,363.88
PROTAK CONSULTING GROUP INC	1929460112	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,408.00	\$24,408.00
ORANGUTECH INC.	1929460113	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,950.40	\$24,950.40
SAMSON & ASSOCIÉS	1921960306	2016-03-03	2016-03-03	2016-04-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$19,888.00	\$19,888.00
FAST TRACK STAFFING INC.	1929460342	2016-03-09	2016-03-09	2016-07-31	EDP CONSULTANTS	2016-03-07	\$19,012.25	\$19,012.25
THE RIGHT DOOR	1921960410	2016-03-17	2016-03-17	2016-05-13	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$24,747.00	\$24,747.00
QMR STAFFING SOLUTIONS	1928560428	2016-03-30	2016-03-30	2016-06-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-15	\$21,470.00	\$21,470.00

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Professional Services Contract
Contrat de services professionnelsContract N°
N° du contrat
4500123599Standing offer N°
N° de l'Offre à commande

Validity Date - Période Valide

From/De: 04/02/2015 To/À: 08/28/2015

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total Total
			13,225.00 CAD	1,719.25 CAD	14,944.25 CAD

Issuing Office Address - Adresse du bureau d'origine

RESEARCH AND STATISTICS DIVISION
DEPARTMENT OF JUSTICE CANADA
ATT: LOUISE FREITAS 613-957-9632
284 WELLINGTON, EMB-6072
OTTAWA ON K1A 0H8

Contractor's name and address - Nom et adresse de l'entrepreneur

CENTRE OF EXCELLENCE FOR
PS MARKETING
300-205 CATHERINE ST
OTTAWA ON K2P 1C3
CANADA

Financial codes - Codes financiers

70024 - 15 - 3750

Vendor - Fournisseur

141827

Contact Name - Personne-ressource

Desbois, Sylvain

Tel. No - N° de tél.

613-960-4881

Tel. No - N° de tél.

Description - Description
Social media monitoring

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

ALYSON MAC LEAN

Signature

FILE

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Beverly Charette

Signature

Date

Contracting Authority - Autorité contractuelle
Beverly Charette - Director CMM

Telephone - Téléphone

Address - Adresse

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor affirms and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefor.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

April 6, 2015

Signature

Date

Canada

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GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:
<http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html>

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites; sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:
<http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html>

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PART 6 : RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2010B (2014-11-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Project lead: [REDACTED]

Project support: [REDACTED]

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from award date to August 28, 2015 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 4 months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois

Canada

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Contracts Management Officer
284 Wellington Street - EMB1233
Ottawa, Ontario K1A 0H8

Telephone : 613-960-4881
E-mail : sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Mylène Lambert
Researcher
Research and Statistics Division
284 Wellington Street - EMB 6073
Ottawa, Ontario
K1A 0H8

Telephone : 613-957-7410
E-mail : mylene.lambert@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

Managing Partner
Centre of Excellence for Public Sector Marketing (CEPSM)
300-205 Catherine Street
Ottawa, ON
Telephone: [REDACTED]
E-mail address: [REDACTED]@cepsm.ca

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment : Firm lot price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B - Basis of Payment, for a cost of \$13,225.00. Customs duties are included, and Applicable Taxes are extra, if applicable.

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.9 Method of Payment

6.9.1 Milestone Payments

For the work as described in Annex A - Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract.

To complete a direct deposit registration, the Contractor must complete and submit the Recipient Electronic Payment Registration Request Form from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract will not apply, until the Contractor corrects the matter.

6.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any

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credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.12 Invoicing Instructions

6.12.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

6.12.2 Claims must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.16 Priority of Documents

The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending order.

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numerical sequence based on the identification number.

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010 (2014-11-27)
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/531/ZT and
- (g) the Contractor's bid dated March 9, 2015

6.17 Basis for Canada's Ownership of Intellectual Property

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;

6.18 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.19 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.20 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The

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Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.21 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.23 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

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(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A: STATEMENT OF WORK

1. TITLE

Social media monitoring: Dissatisfaction with the justice system

2. OBJECTIVE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and exploration.

3. BACKGROUND STATEMENT

Over the last few years, Justice Canada has had an active presence on social media. Among other things, Justice Canada uses these platforms to share reports, announce funding and new legislation, post photos of events and comment on news reports. These "digital activities" can also be used to inform the public, provide the Justice department's orientation, seek the public's reaction, stimulate dialogue, and prompt individual's points of view on different issues.

In all of these messages and conversations, there could be implicit disapproval, dissatisfaction or praise and approval. The points of dissatisfaction and disapproval are especially important because they could be areas the Government of Canada could review to explore the concerns of Canadians.

Even without formal digital activity from the department, Justice Canada finds lot of "conversations" and reaction on social media related to people starting discussions and showing frustration regarding the justice system in their personal lives (ex. spouse not paying child support and "government not doing anything about it #.", for example). The conversations could also be related to justice system cuts, to government litigation, etc.

Sometimes, the conversations or expressions of frustration lead to other topics or become linked to other systems such as health, education, parenting, public legal information, etc. For example, someone can complain about graffiti and the fact that "nobody is there to punish those kids#." In this instance, a multidimensional assessment of the graffiti problem may actually be a product of poor parenting, limited social support and poor social cohesion. This more nuanced conversation that involves multiple related issues will be explored in this project.

Research and Statistics Branch.

4 REQUIREMENT DESCRIPTION

4.1 SCOPE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and

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exploration.

Research questions:

Over the last 90 days (historical data is limited to 90 days):

1. What are the key issues/themes/topics and communities of dissatisfaction prevalent on social media in relation to the justice system in Canada?
2. Who are the key influencers/commentators within communities of dissatisfaction?
3. What are the key concerns of communities of dissatisfaction?
4. What additional issues/topics are discussed within communities of dissatisfaction?
5. What other communities do these communities of dissatisfaction associate with (e.g. health, education, parenting, etc#)?
6. What is the conversation volume?
7. What are the trending links, photos, videos, and hashtags?

4.2 TASK / DETAILED SERVICES

1. Hold project launch meeting
2. Develop project work plan and schedule of activities, tasks and timelines (CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.)
3. Research and review provided internal documents (In order to attain a comprehensive understanding of the context surrounding this Justice Canada initiative, CEPSM will review any critical documents and policies that are relevant to the project and within scope)
4. Conduct a Social Media Presence Audit

A social media presence audit allows an organization to gather actionable evidence-based insights and business intelligence through the strategic monitoring and network analysis of public social media content. CEPSM will begin by working collaboratively with Justice Canada to create focused keyword groups (maximum 5) based on the topics that are most pertinent to Justice Canada and best address the research questions provided in the Statement of Work.

This stage also involves creating source filters, adjusting skewed data and testing the integrity of initial results before performing deeper analysis. CEPSM will thoroughly sift through and clean the resulting datasets for each keyword group. Using the tools to which they subscribe, CEPSM will go back in time (90 days) to provide "snapshot data" over a specific time-period, ensuring that results are not skewed by a single event.

Additionally, various geo-filtering tools and techniques will be used to ensure the dataset is comprised of primarily Canadian results (unless requested otherwise). For each keyword group CEPSM will include actionable insights surrounding: Key Influencers, network visualization (using exported raw datasets), seasonality patterns, conversation volume, trending links, photos, videos, key hashtags, sentiment analysis, etc.

All of the information gathered will be thoroughly analyzed by CEPSM data analysts to gain a better understanding of context and relevancy in relation to the research goals and strategic priorities of Justice Canada. Once complete, CEPSM will develop a comprehensive visual report in PPTX format to summarize its findings.

4.3 DELIVERABLES AND ACCEPTANCE CRITERIA

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DELIVERABLE 1 : PROJECT MEETING

-CEPSM will meet with the Project Authority as well as key project stakeholders to gain a better understanding of the organization, desired project outcomes and the action items associated with the delivery of all tasks and deliverables. Part of this meeting would also include initial brainstorming of keyword group suggestions.

Due date: Week of April 6, 2015

DELIVERABLE 2 : WORKPLAN

-CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.

Due date: Week of April 13, 2015

DELIVERABLE 3 : RESEARCH AND REVIEW

-In order to attain a comprehensive understanding of the context surrounding Justice Canada initiative, CEPSM will review any Justice documents and policies that are relevant to the project and within scope.

Due date: Week of April 13, 2015

DELIVERABLE 4 : SOCIAL MEDIA AUDIT (DRAFT)

-Conduct a Social Media Presence Audit (Draft)

Due date: Week of April 30, 2015

DELIVERABLE 5: SOCIAL MEDIA AUDIT (FINAL)

-Conduct a Social Media Presence Audit (Final)

Due date: Week of May 14, 2015

DELIVERABLE 6: SENIOR MANAGEMENT PRESENTATION

-CEPSM will perform final revisions and deliver a condensed summary presentation of the Social Media Presence Audit geared specifically to the needs and interests of Senior Management.

Due date: Before August 28, 2015

All draft deliverables will be provided to the Project Authority in Word format and Power Point format through email. The final version will also be provided in PDF version. The Project Authority will have one week comment on the Social media presence audit draft.

5. Support Provided by Canada

The Project Authority will provide any relevant public documents that Justice Canada has on hand.

ANNEX B: BASIS OF PAYMENT

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Deliverable 1-2-3:

Firm Amount : \$1,725.00

Deliverable 4-5:

Firm Amount : \$9,975.00

Deliverable 6:

Firm Amount : \$1,725.00

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Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
From - Dem		Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable	Requisition No. - Demande Ord. Off - Num. demand. Yr. - An. Ser. No. - N° de série	Page 1 of 13							
PORDONICK, KAYLA NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-946-9012 FAX:		<i>Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :</i>		19081	19081 15 8060	Inspection Agency - Chargé de l'inspection							
		<input type="checkbox"/> Request for proposal <input type="checkbox"/> Demande de proposition <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Contrat <input type="checkbox"/> Amendment <input type="checkbox"/> Modification		CONTRACTS & MATERIEL MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA		Consignee et désignation unités spécifiées herein. Destinataire au nom de l'entité mentionnée et indiquée ci-dessus.							
				<i>All invoices, shipping bills, and packing slips must include the number indicated in this box.</i>		<i>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :</i>							
				1908158060		CONTRACTS & MATERIEL MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA							
				Amendment No. - N° de la modification	Previous Value - Valeur précédente								
				Inclusive - Auj./Dern.	Revised Value - Nouvelle Valeur								
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>A re-invoicing clause within the presentment of the Contract, states that the prices are in Canadian dollars, the costs of delivery corrections and the base currency pertaining thereto. The base for the products at purchase (TPS) is not passed forward to the customer. The TPS is included in the total estimated cost. The prices do not include taxes of installation and/or conditioning and are FOB (comics to the date of delivery) plus destination indicated within the presentment. The taxes mentioned are not applicable past. Except as it concerns the taxes mentioned, voir l'Arrangement en matière d'approvisionnement.</p> <p>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer. 2. The terms and conditions set out in GSC Supply Arrangement Serial No. E602T-120001/382ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement (ASC), intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/382ZT sont incorporées dans les présentes.</p>													
Item Article	Description			From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Mtl. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total		
CONTRACT SPECIFICATIONS 1. SECURITY REQUIREMENT The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works													
Solicitation close - L'invitation à soumissionner prend fin le A1 - A 00:00:00		<i>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therein. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</i>											
On - Le Name and address of Vendor - Nom et adresse du fournisseur TBP & ASSOCIATES INC. 19 CHATHAM GDNS NEPEAN ON K2J 3M3 CANADA Phone: 613-762-4552		<i>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute autre autrement prévue, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</i> Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres molles)											
Vendor No. - N° du Fournisseur 142451		<i>Point de manufacture/Shipping or place service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.</i>											
Fax No. - N° de Téléphone 613-023-0456		<i>F.O.B. Point - Point F.A.B. Destination</i> <i>Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.</i>											
JUS 9200-11 (07/2006)		<i>PR 1000018060 or file Signature</i>											
		<i>Total Estimated Cost Coût global estimé \$ 24,860.00</i>											
		<i>For the Minister - Renseignez au Ministre Name - Nom Karen Lacombe</i>											
<p>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.</p> <p>You are requested to supply as indicated herein. Vous êtes demandé de fournir les informations indiquées dans les présentes.</p> <p>Return the signed copy forthwith. Print or return immediately une copie délivrée signée.</p>													



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Canada

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition
Contract Contrat
Amendment Modification

Accounting Office Code
Code du bureau comptable
19081

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série
19081 15 8060

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Inspection Agency - Chargé de l'inspection

Consignee at
destination unless
specified herein. Destinataire au point
de destination sauf
si indiqué ci-dessus.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
PORDONICK, KAYLA
613-946-9012

Destination

CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

All invoices, shipping bills
and packing slips must
include the number
indicated in this box

Le numéro figurant dans cette case
doit être indiqué dans toutes les factures,
tous les connaissances et tous les
bordereaux d'accompagnement.

1908158060

Invoices - Original and two copies are to be sent to:
Factures - REMPLIR ET ENVOYER L'ORIGINAL ET DEUX COPIES À :

CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/382/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portent le numéro de série E60ZT-120001/382/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	CONTRACT SPECIFICATIONS 1. SECURITY REQUIREMENT The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works									
Solicitation closes - L'invitation à soumissionner prend fin le At - A 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.						State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.		
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.						F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles		
Name and address of Vendor - Nom et adresse du fournisseur TBP & ASSOCIATES INC. 19 CHATHAM GDNS NEPEAN ON K2J 3M3 CANADA Phone: 613-762-4652		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)						Total Estimated Cost Coût global estimatif \$ 24,860.00		
Vendor No. - No. du Fournisseur 142451		Signature		Date	Telephone No. - N° de téléphone	For the Minister - Réservé au Ministre Signature Date <i>Name</i>				
Fax No. - No. de Télécopie 613-823-0456		<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. Préparez de retourner immédiatement une copie démont signée.	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.				
JUS 9200-11 (07/2006)						Signature Title - Titre				



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**Supply Arrangement/Solicitation/Contract
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> a. Security Requirements Check List, attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>2. STATEMENT OF WORK</p> <p>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. STANDARD CLAUSES AND CONDITIONS</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.</p> <p>3.2 Supplemental General Conditions</p> <p>4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>4. TERM OF CONTRACT</p> <p>The Work is to be performed during the period of April 20, 2015 to March 31, 2016.</p> <p>5. AUTHORITIES</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is:</p> <p>Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8.</p>								

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Technical Authority The Technical Authority for the Contract is: Beverly Charette Director of Contracting and Material Management Department of Justice Canada 284 Wellington Street, EMB 1152 Ottawa ON, K1A 0H8 Telephone: 613-941-7343 Email: Beverly.Charette@justice.gc.ca</p> <p>The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6. PAYMENT</p> <p>6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.1.1 Basis of Payment - Professional Fees Resource: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - Ann.	Ser. No. - N° de série
	19081	15	8060

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p>6.2 Limitation of Expenditure 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.3 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>6.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 14. - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be</p>								

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	<p>obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7. ACCOUNTS AND AUDIT</p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at</p>								

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	<p>any given time, Canada does not lose this right.</p> <p>8. INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be submitted to: Denise Lalonde Administrative Assistant Department of Justice Canada 284 Wellington Street, EMB 1158 Ottawa ON, K1A 0H8 Telephone: 613-946-4264 Email: Denise.Lalonde@justice.gc.ca</p> <p>9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES</p> <p>9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>10. CERTIFICATIONS COMPLIANCE Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>11. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>12. PRIORITY OF DOCUMENTS</p>								

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	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement;</p> <p>b. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;</p> <p>c. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);</p> <p>d. Annex A, Statement of Work;</p> <p>e. Annex B, Security Requirements Check List;</p> <p>f. Supply Arrangement Number E60ZT-120001/382/ZT; and</p> <p>g. the Contractor's bid dated April 14, 2015.</p> <p>13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. REPLACEMENT OF SPECIFIC INDIVIDUALS</p> <p>14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with</p>								

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	<p>subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p>15. OWNERSHIP</p> <p>15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. LIABILITY</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES</p> <p>17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of</p>								



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	<p>any kind to anyone in connection with the Work.</p> <p>17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>17.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property 								



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	<p>infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1 REQUIREMENT</p> <p>1.1 The Director Contracting and Materiel Management Division (CMMMD) requires a Senior Procurement Specialist in support of conducting a review existing contracting services supporting the delivery of Legal Services across the Department of Justice.</p> <p>2 BACKGROUND</p> <p>2.1 The Management and the Chief Financial Officer Sector is currently engaged in finding ways to be more efficient and effective in delivering on its core business responsibilities by streamlining processes, introducing best practices, leveraging technology, and pursuing creative solutions to fulfill its mandate.</p> <p>2.2 As part of the Management and the Chief Financial Officer Sector, CMMMD is responsible for the core business responsibilities of procurement, contracting and materiel management services and advice to managers at all levels. CMMMD is designated as a Functional Specialist within the Department of Justice.</p> <p>2.3 CMMMD must execute their responsibilities in a timely basis to meet the needs of their respective client organizations and stakeholders in the delivery of legal services. As Functional Specialist, CMMMD is working to review all Department of Justice internal contracting processes to ensure we are delivering the most efficient and effective client service.</p> <p>3 OBJECTIVE</p> <p>3.1 The objective of this requirement is for senior procurement specialist services to support the Contracting and Materiel Management Division review of contracting processes.</p>								



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4	<p>CONSTRAINTS</p> <p>4.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located in the National Capital Region (NCR).</p> <p>4.2 All reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Department of Justice without the express written permission of the Technical Authority (TA). Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.</p> <p>4.3 Any resultant contracting process must be in accordance with all Government of Canada Laws and Regulations, as well as all Treasury Board of Canada Policies and Directives.</p> <p>SCOPE</p> <p>5.1 The work associated with this contract includes the following:</p> <p>5.1.1 Reviewing existing Department of Justice contracting processes currently in place commencing with Expert Witness process ;</p> <p>5.1.2 Identifying and proposing solutions to enhance existing contracting processes, including identification of pros, cons, and risk areas of each;</p> <p>5.1.3 Supporting the Expert Witness Working Group co-chaired by CMMD;</p> <p>5.1.4 Review existing templates identifying opportunities for streamlining, recommending areas for elimination, etc;</p> <p>5.1.5 Support the development of a Contracting SharePoint site for CMMD;</p> <p>5.1.6 Review existing CMMD training packages and make recommendations for updating to support new processes, or to enhance functional specialist role;</p> <p>5.1.7 Preparing briefings/presentations for senior management meetings and approval;</p> <p>5.1.8 Attending meetings and briefings;</p>								

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	<p>5.1.9 Leading or participating in developing contracting process maps and roles and responsibilities tables for Department of Justice OPIs involved in the contracting process;</p> <p>5.1.10 Preparation of lesson learned reports supporting the review; and</p> <p>5.1.11 Other work as identified by the Technical Authority.</p> <p>6 DELIVERABLES</p> <p>6.1 The Contractor will be required to deliver the following:</p> <p>6.1.1 Briefings/presentations/documentation in support of existing and revised contracting processes;</p> <p>6.1.2 Existing/revised process maps in supporting of contracting processes;</p> <p>6.1.3 Roles and Responsibilities chart supporting contracting processes; and</p> <p>6.1.4 Updated training packages as required.</p> <p>6.2 Deliverable due dates will be agreed upon between the Technical Authority and the Contractor.</p> <p>7 WORK LOCATION</p> <p>7.1 Completion of some tasks will require the Contractor's resources to be present at Department of Justice facilities in various locations in the National Capital Region. All other work will be performed at the Contractor's facility using the Contractor's resources.</p> <p>8 TRAVEL</p> <p>8.1 Travel is not anticipated. Should this change and it be necessary to travel, the Technical Authority must authorize the travel in advance and the Department of Justice will reimburse the costs according to Treasury Board travel policies. Any local travel within the National Capital Region (NCR) and the surrounding area is the responsibility of the Contractor and the Contractor shall be responsible for all associated expenses.</p> <p>9 MEETINGS</p> <p>9.1 The Contractor, upon request from the Technical Authority, will be required to attend meetings at Department of Justice facilities in the NCR.</p>								

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00010	<p>10 Applicable Documents</p> <p>10.1 The work must be done in accordance with the following documents:</p> <p>10.1.1 Government of Canada Laws/Regulations in support of contracting (on-line)</p> <p>10.1.2 Treasury Board of Canada Policies and Directives in support of contracting (on-line)</p> <p>10.1.3 Department of Justice internal policies and directives (to be provided)</p> <p>10.2 The Technical Authority may provide other relevant documents as required during the course of the Contract.</p> <p>11 Language Requirements</p> <p>11.1 All deliverables must be completed in the English language.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #6.</p> <p>Contracting Process Review - [REDACTED]</p> <p>Financial Codes Codage financier 0130-20060-15--3750 -4170</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.04.20	2016.03.31	19081	[REDACTED]	[REDACTED]	13%	2,860.00	24,860.00

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From - Dem

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Under section 17(1)(a) of the Access to Information Act, all pages are to be in Canadian French and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is included from unit prices. GST is zeroed as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein, municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les programmes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise partent au consignataire. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS payée par les fournisseurs est en sus. La TPS est comprise dans le coût estimé global. Les taxes provinciales sont exclues de la taxe d'accise et de la TPS si elles sont indiquées dans les programmes de la part de la Couronne. Les taxes municipales ne sont pas comprises. Voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and conditions set out in CSC Supply Arrangement Bidding No. E602T-120001/208/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les termes et conditions figurant dans l'Arrangement en matière d'approvisionnement d'ABC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/208/ZT sont incorporés dans les présentes.

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	Resulting Contract Clauses E602T-120001/208/ZT										
	i. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PRGSC FILE # COMMON-PS-SRCL#22										
	1.1 The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,										
Description clause : Véification du fournisseur (partie 1 de 4) A.C.A.		The Vendor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and services required herein and on any attached sheets or the proposed bid sheet thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée sur un document pour évaluation seront considérées comme des offres de vente.								P.O. Box - Poste/FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available, En vertu de l'article 32(1) de la loi sur la gestion des deniers publics, que des fonds sont disponibles.	
Name and address of Vendor - Nom et adresse du fournisseur IBM CANADA LTD 1610-340 ALBERT ST OTTAWA ON K1R 7Y6 CANADA Phone:		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres imprimées)								P.O. Box - Poste/FAB Date For the Minister / Ministre Date Total Estimated Cost/Cote globale estimée \$ 24,860.00 For the Minister / Ministre Signature / Signature	
Vendor No - No du Fournisseur 133921		Your offer is accepted in the instant specified herein. Votre offre est acceptée aux conditions expostées dans les présentes.								You are requested to supply as indicated herein. Nous vous demandons de fourrir ce qui est précisé sur la présente.	
										Return the signed copy forthwith. Priez de retourner immédiatement une copie signée.	



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From - Dated

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition

Contract Contrat

Amendment Modification

Accounting Office Code

Code du bureau comptable

19358

Requisition No. - Demande

Ord. Off - Bur. demand.

19358

Yr. - An.

15

Ser. No - N° de série

7995

Page

1

of

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Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: Adresser toutes demandes de renseignements à : BEAUVAIS-LEFORT, M 613-952-2243

Destination

ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les comtés et tous les bordereaux d'accompagnement.

1935857995

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

Amendment No. - No. de la modification

Previous Value - Valeur précédente

Inc./Dacs. - Aug./Dim.

Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/208/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre la fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/208/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M O-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/208/ZT								
	1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PWGSC FILE # COMMON-PS-SRCL#22								
	1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination

Name and address of Vendor - Nom et adresse du fournisseur

IBM CANADA LTD
1610-340 ALBERT ST
OTTAWA ON K1R 7Y6
CANADA

Phone:

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Vendor No. - No. du Fournisseur

133921

Fax No. - No. de Télécopie

JUS 8200-11 (07/2008)

Signature Date Telephone No. - N° de téléphone

Total Estimated Cost
Coût global estimatif
\$ 24,860.00

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

For the Minister / Reservé au Ministre
Signature Title - Titre

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Return the signed copy forthwith.
Prière de retourner immédiatement une copie démont signée.

Signature Title - Titre



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	<p>with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC.</p> <p>1.3 Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor must comply with the provisions of the: a) Security Requirements Check List, attached at Annex B; b) Industrial Security Manual (Latest Edition).</p> <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of April 22, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority</p>								

s.19(1)



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	<p>The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority</p> <p>The Project Authority for the Contract is: Diana Kwan Special Advisor to the ADAG Department of Justice Canada 100 Metcalfe Street, 6th Floor Ottawa, Ontario K1A 0H8 Telephone: 613-946-6642 E-mail address: Diana.kwan@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.3 Contractor's Representative</p> <p>[REDACTED]</p> <p>IBM Global Business Services 3755 Riverside Drive Ottawa ON K1G 4K9 Telephone: [REDACTED] Email: [REDACTED]@ca.ibm.com</p> <p>7. Payment</p> <p>7.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all</p>								

JUS 9200-11 (07/2006)

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19358 15 7995

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	<p>of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>7.1.1 Basis of Payment - Professional Fees Resource: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's</p>								



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	<p>liability.</p> <p>7.3 Method of Payment - Single Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>7.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"> a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of 								



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	<p>negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p>7.6 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> a. A copy of time sheets to support the time claimed <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. <p>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to</p>								



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	<p>government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/208/ZT e. The Contractor's bid</p> <p>12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada</p>								



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	<p>agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the</p>								



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	<p>Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the</p>								



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	<p>Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. Title: Lean Management Process Advice</p> <p>2. OBJECTIVE The Aboriginal Affairs Portfolio has a requirement for lean</p>								



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>management process advice on the implementation of a litigation management model and governance and on the implementation of a Centre of Expertise advisory model and governance.</p> <p>3. Background As part of DOJ's legal services review (LSR) commitments, the Aboriginal Affairs Portfolio proposed consolidation of its litigation services as between DOJ and AANDC and consolidation of dispersed advisory services within DOJ. These proposals were the result of identifying the significant risks that Aboriginal law poses to Government operations across an increasingly wide range of policy and program areas and that many departments are now involved in Aboriginal legal matters and / or litigation. The delivery of Aboriginal legal services presented opportunities for consolidation and rationalization.</p> <p>The implementation of the Legal Services Review will take place over three fiscal years, from 2014-15 to 2016-17. The lean services methodology is to be used in designing and implementing these simplified processes.</p> <p>As a first phase of this work, the management of Aboriginal litigation was examined. The roles and responsibilities as between DOJ and AANDC were reviewed. Recommendations that respected the integrity of the respective mandates for the Attorney General of Canada and for the Minister of AANDC were made in support of the efficient conduct of Aboriginal litigation. The goal was to eliminate duplication where it exists, address bottlenecks in decision-making that could lead to delays or loopbacks, and ensuring that the optimal level of effort be expended at each step of the litigation process, depending on the relative importance of the case, with a view to achieving a more appropriate level of overhead to operations in both departments.</p> <p>We are now in the process of developing both a litigation management model and an advisory services model that will implement our commitments under LSR. Both of these models need to be measured against lean process standards.</p> <p>4 Scope: The third party consultant / expert will advise on:</p> <p>The third party consultant / expert may review existing research that has been done in previous years on the management of Aboriginal litigation and delivery of advisory services, copies of which will be provided to him by the Aboriginal Affairs Portfolio. The existing research will be provided in a binder. The third party consultant / expert will also be provided copies of:</p> <ul style="list-style-type: none"> o Current organizational charts, and o A jointly produced chart on roles and responsibilities. 								

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>The advice provided by the third party consultant / expert will support the goals of efficiency and effectiveness that underpin the horizontal review process.</p> <p>5. Tasks: Task 1: Review background materials Task 2: Meet with stakeholders as required to provide advice on Lean management methodologies Task 3: Provide progress reports to the project authority</p> <p>6. Deliverables: Advice provided to the stakeholders on lean business process approaches.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached.</p> <p>Lean Management Process Advice</p> <p>Financial Codes Codage financier 0130-41000-15--3750 -3120</p> <p>Amount Montant 22,000.00</p> <p>=====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.04.22	2016.03.31	19358	[REDACTED]	[REDACTED]	13%	2,860.00	24,860.00

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Fax - Ord

PORRONICK, KAYLA
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
264 WELLINGTON ST
OTTAWA ON K1A 0H6
CANADA
PHONE: 613-946-9012.
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Government surcharge, GST and excise taxes. The Contractor retains the right to add applicable taxes (GST or Harmonized Sales Tax) to amounts quoted or charged, notwithstanding indicated herein, provided however, that such taxes are not included in the Supply Arrangement.

A notice d'invitation contenant dans les termes précisés ci-dessous un ou plusieurs conditions, les deux parties conviennent d'en faire partie intégrante de la présente offre. La partie qui ne peut pas accepter l'une ou l'autre des deux termes prévus ci-dessous doit le faire savoir par écrit au plus tard le 17 juillet 2014. La partie qui accepte ces termes et conditions peut le faire savoir par écrit au plus tard le 17 juillet 2014. Les deux parties conviennent que toute acceptation ou rejet de l'une ou l'autre des deux termes et conditions sera effectuée par une personne ayant la pleine compétence pour agir au nom de la partie qui accepte ou refuse.

1. The "Minister" means the Minister of Justice Canada and any chief person authorized to act on the Minister's behalf.

Le "Ministre" désigne le ministre de la Justice Canada ou toute autre personne désignée pour l'assister.

2. The terms and Conditions set out in DDC Supply Arrangement Ref. No. 15027-1200011382Z between the Minister and the Crown, as amended by the Minister of Public Works and Government Services Circular, are hereby Incorporated into this document.

Les termes et conditions énoncés dans l'arrangement de approvisionnement (DDC), susmentionné entre le Ministre de la Justice et le Gouvernement, sont incorporés par le Ministre des Travaux Publics et Services Gouvernementaux Canada, tel qu'il figure au numéro de référence 15027-1200011382Z et incorporées dans les présentes.

Item Article	Description	From - To Y/M/D	To - A Y/M/D	Contract Date Date d'échéance	# of Days N° de jours	Price/FM Line Taxes/TVH	GST/VAT Type/Type	GST Total Total TVH	Term
	CONTRACT SPECIFICATIONS								
	1. SECURITY REQUIREMENT The following security requirements (SREQ) and related clauses provided by ISF apply and form part of the Contract:								
	1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD),								
A-A GSI 00	The Vendor agrees and agrees to hold and supply to the Minister, upon the terms and conditions set out herein, including the subcontract arrangements, the supplies required for the performance of the work and on any other terms as the present contract requires. Requirements of request for proposal by potential supplier will be considered as confidential information.								
On-Lo	To commence as soon as reasonably practicable after the acceptance of this contract, and to continue until completion of all the Work described in the contract, unless terminated earlier by mutual agreement of the parties or by operation of law.								
Tel: and address of Vendor - Nom et adresse du fournisseur GSI INTERNATIONAL CONSULTING GROUP 173 DALRODIE ST OTTAWA ON K1N 7C7 CANADA Phone: 613-562-9943-212	Phone and fax number of vendor - Numéro et télécopie du fournisseur GSI GROUP INT'L 173 DALRODIE ST OTTAWA ON K1N 7C7 CANADA Phone: 613-562-9943-212								
Vendor No - Référence du fournisseur	Ref No - N° de référence								
135234	613-241-6742								

TO THE CONTRACTOR TO THE
VENDOR AND TO THE
MINISTER OF JUSTICE CANADA:
You are requested to supply
and/or perform the services
described in the contract
and/or subcontract.

You are requested to supply
and/or perform the services
described in the contract
and/or subcontract.

Select the option(s) you require.
Select the option(s) you require.
Select the option(s) you require.

1 MAY 2015 613 562 9943

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Government of
Greece

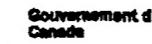
Supply Arrangement Specification Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Frais - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees And Unit Taxes/Unit Taxes	GST GST/Prix TVA/Prix	GST Total Total TPS	Total
	<p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Technical Authority The Technical Authority for the Contract is: Joshua Lacroix Systems Support Analyst Department of Justice Canada 275 Sparks Street, SAT 11072 Ottawa ON, K1A 0H8 Telephone: 613-668-6589 Email: Joshua.Lacroix@justice.gc.ca</p> <p>The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6. PAYMENT</p> <p>6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.1.1 Basis of Payment - Professional Fees Category/Level: 1.3 ERP Programmer Analyst - Level 3 (Senior) Resource: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a</p>								

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Supply Arrangement/Solicitation/Contract
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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Compliance Code Code de conformité	No. of Days N° de Jours	Rate At/ Limit Taux/Valeur limite	GSTR% TVA%	GST Total/ Total TPS	Total
	<p>day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p>6.2 Limitation of Expenditure</p> <p>6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,840.00. Customs duties are included and Applicable Taxes are extra.</p> <p>6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.3 Method of Payment</p> <p>Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>6.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscr.html.</p>								

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Item Article	Description	Pour - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/PML Limit Taux/limite	GST Total Total TPS	GST Total Total TPS	Total
	<p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7. ACCOUNTS AND AUDIT</p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p>								

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Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement/réquisé aux invitations à courriel/Offre et aux contrats

Item Article	Description	From-Du Y-A-M-D-J	To-À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Proc Avail. Limit Taux d'utilisation	GST/HST GST/HST	GST Total Total TPS	Total
8.	<p>INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be submitted to: Catherine Charbonneau Project Support Officer Department of Justice Canada 275 Sparks Street, SAT 11074 Ottawa ON, K1A 0H8 Telephone: 613-941-2595 Email invoices to: admin.services-isb@justice.gc.ca</p>								
9.	<p>NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES</p> <p>9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p>								
10.	<p>CERTIFICATIONS COMPLIANCE Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p>								
11.	<p>APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p>								
12.	<p>PRIORITY OF DOCUMENTS If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first</p>								

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Supply Arrangement/Bénéfice/Contract
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Item Article	Description	From - De Y-AND-J	To - À Y-AND-J	Confidential Code Code confidentiel	No. of Days N° de jours	Fees And Limit Taxes And, limites	GST% TVA %	GST Total Total TPS	Total
	<p>appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement;</p> <p>b. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);</p> <p>c. Annex A, Statement of Work;</p> <p>d. Annex B, Security Requirements Check List; and</p> <p>e. Supply Arrangement Number E60ZT-120001/138/ZT.</p> <p>13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. REPLACEMENT OF SPECIFIC INDIVIDUALS</p> <p>14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. OWNERSHIP</p>								

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Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	From Mtl. Unit/ Thur/Mi. Unit	GST% TVA%	GST Total/ Total TVA	Total
	<p>15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. LIABILITY The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES</p> <p>17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,</p>								

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Inv. Article	Description	From-To Y-M-D-J	To-A Y-M-D-J	Contractor Code Code contractataire	No. of Days N° de jours	Proc. Mtd. Link Procédé Mtd. Lien	GST% GST%	GST Total Total TPS	Total
	<p>according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>17.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of</p>								

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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Fees - Du Y-A.M.D-J	To - À Y-A.M.D-J	Confidential Code Code confidentiel	No. of Days N° de jours	Fees / M. Unit Taux/Unité	GRT% SITP%	GRT Total Total TPS	Total
	<p>these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. TITLE Department of Justice (Justice) - Level 3 ERP Programmer Analyst - Senior ABAPer</p> <p>2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analyst who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.</p> <p>The objective of the contract is to secure an experienced consultant that is fully versed in the use of ABAP programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements.</p> <p>The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.</p> <p>3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.</p> <p>The Department of Justice has only one resource that can support the SAP product in the development area. On Friday, April 27, 2015 this resource notified the department that he would be on leave effective immediately and is estimated to return on May 29, 2015.</p> <p>Currently there is no one in the department who can support the technical development and analysis for the IFMS system. The department is currently at considerable risk as there is no ability or skill set to resolve potential IFMS production issues.</p> <p>4. REQUIREMENT DESCRIPTION The Contractor's resource will undertake the following: - Work with functional and technical teams to design, develop</p>								

Registration No. - Dossier No.
Date of - Date demandée
19294 Yr.-An. Ser. No. - N° de dossier
 15 8193

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Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From-De Y-M-D-J	To-À Y-M-D-J	Configura Code Code configurative	No. of Days N° de jours	Plan And Link Tutoriel liens	GST% GST%	GST Total Total TPS	Total
	<p>and test functionality in the IFMS system and related modules.</p> <ul style="list-style-type: none"> - Work with the IFMS delivery teams to design, develop and test required reports supporting the validation of recoverable time and service invoices. <p>4.1 Scope</p> <ul style="list-style-type: none"> - Evaluate change requests and enhancement requests and provide resource requirement estimates; - Debug new and existing functionality to determine the cause and resolution of identified errors; - Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required; - Develop and document all custom development programs and forms; - Perform business analysis of functional and data requirements associated with interfaces and associated programs; - Evaluate existing procedures and methods, identify and document items such as database content, structure and application sub systems; - Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems; - Establish test criteria for interfaces and custom reports with the functional and technical analysts; - Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes; - Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager; and - Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required. <p>4.2 Tasks/Detailed Services</p> <ul style="list-style-type: none"> - Repair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following: - Special Purpose Ledger (SPL) Roll-ups - PAYE/RAYE - Programs - Automated Carry Forward Programs - Reconciliation Tools - Interfaces to GC Central systems - Interfaces to Reporting Solutions <p>4.3 Deliverables and Acceptance Criteria</p> <p>All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical</p>								

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Ord. On - Date d'émiss. 19294	Registration No. - Dénomination 15	Sec. No. - N° de séc. 8193
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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - To Y-AMO-D	To - A Y-AMO-D	Contractor Code Code assignataire	No. of Days N° de jours	Fees Attl. Unit TauxUnit. tarifs	GST % TVA%	GST Total Total TPS	Total				
00010	<p>Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.</p> <p>5. SUPPORT PROVIDED BY JUSTICE Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.</p> <ul style="list-style-type: none"> - Accounts on computer network and electronic mail system; - Workstation; - Access to a telephone; - Access to printer, fax machine, and photocopier; - ID card allowing access to building and floor; - Reference materials, as needed. <p>6. LANGUAGE REQUIREMENTS The working languages are English and French, all documents to be prepared in English.</p> <p>7. LOCATION OF SERVICE DELIVERY Department of Justice 284 Wellington Street Ottawa, Ontario, K2C 0C3</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #19.</p> <p>ERP PA L3- Senior ABAPer - [REDACTED] Resource: [REDACTED]</p> <table> <thead> <tr> <th>Financial Codes Codes financiers</th> <th>Amount Montant</th> </tr> </thead> <tbody> <tr> <td>0130-18062-15--3720 -4080</td> <td>21,840.00</td> </tr> </tbody> </table> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Financial Codes Codes financiers	Amount Montant	0130-18062-15--3720 -4080	21,840.00	2015.05.04	2015.06.30	19294	[REDACTED]	[REDACTED]	13%	2,839.20	24,679.20
Financial Codes Codes financiers	Amount Montant												
0130-18062-15--3720 -4080	21,840.00												

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**Professional Services Contract
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/De: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount! Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**PROFESSIONAL DEVELOPMENT
DEPARTMENT OF JUSTICE CANADA
ATT: MANON ROY (613-941-1871)
360 ALBERT ST ROOM 1424
OTTAWA ON K1A 0H8**

Financial codes - Codes financiers

19027 - 15 - - 3750

Contact Name - Personne-resource

Gbaguidi, Steve Tel. No - N° de tél.

Contractor's name and address - Nom et adresse de l'entrepreneur

**CCI LEADERSHIP INSTITUTE
C/O
421 GILMOUR ST UNIT 100
OTTAWA ON K2P 0R5
CANADA**

Vendor - Fournisseur

131180

Contact Name - Personne-resource

Tel. No - N° de tél.

Description - Description
CCI services d'expert conseil

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Brian Kelly
Signature

Date _____

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Dwight Charette 13 May 15
Signature Date

Contracting Authority - Autorité contractuelle
Steve Gbaguidi

Telephone - Téléphone
613-960-4922

Address - Adresse
284 rue Wellington, Ottawa, ON, K1A 0H8

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au Ministère, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[Redacted]
Signature Date

13 May 15
Signature Date

Canada

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Professional Services Contract
Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/Dé: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

PROFESSIONAL DEVELOPMENT
DEPARTMENT OF JUSTICE CANADA
ATT: MANON ROY (613-941-1871)
360 ALBERT ST ROOM 1424
OTTAWA ON K1A 0H8

Contractor's name and address - Nom et adresse de l'entrepreneur

CCI LEADERSHIP INSTITUTE
C/O [REDACTED]
421 GILMOUR ST UNIT 100
OTTAWA ON K2P 0R5
CANADA

Financial codes - Codes financiers

19027 - 15 - 3750

Vendor - Fournisseur

131180

Contact Name - Personne-resource

Gbaguidi, Steve

Tel. No - N° de tél.

819-220-5110

Tel. No - N° de tél.

Description - Description
CCI services d'expert conseil

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Ron felz

Signature

Date _____

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty in right of Canada by the duly authorized officer. Ce contrat a été signé au nom de Sa Majesté la Reine du Canada par l'agent autorisé.

Dwaly Charette 13 May 15

Signature

Date _____

Contracting Authority - Autorité contractuelle
Steve GbaguidiTelephone - Téléphone
613-960-4922Address - Adresse
284 rue Wellington, Ottawa, ON, K1A 0H8**CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

f

Signature

Date _____

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**Professional Services Contract
Contrat de services professionnels**

Contract N°
N° du contrat
4500124324

Standing offer N°
N° de l'Offre à commande
E60ZT-120001/524/ZT

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
<p>The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.</p>	<p>Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.</p>
<p>The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html</p>	<p>Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html</p>



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**Professional Services Contract
Contrat de services professionnels**

Contract N° N° du contrat 4500124324	Standing offer N° N° de l'Offre à commande E60ZT-120001/524/ZT
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**Arrangement en matière d'approvisionnement Pro Service numéro E60ZT-120001/524/ZT - Clauses du
contrat subséquent**

1. Général

Tous les termes et conditions de l'arrangement en matière d'approvisionnement ProServices s'appliquent et sont intégrés dans le contrat suivant.

2. Exigences relatives à la sécurité

Ce contrat ne comporte pas d'exigence relatif à la sécurité.

3. Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

4. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

4.1 Conditions générales

Les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/3/2010B/14>

4.2 Conditions générales supplémentaires

4007 (2010-08-16) Le Canada détient tous les droits de propriété intellectuelle sur les renseignements originaux dès leur conception. L'entrepreneur ne détient aucun droit de propriété intellectuelle sur les renseignements originaux, sauf tout droit qui peut lui être accordé par écrit par le Canada.

<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/4/4007/3>

5. Durée du contrat

5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 14 mai 2015 au 31 mars 2016.

Contraire à l'accord 1000055

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**Professional Services Contract
Contrat de services professionnels**

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5.2 Option de prolongation du contrat

Il n'y a pas de prolongation prévu au contrat.

6. Responsables

6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom : Steve Gbaguidi

Titre : Agent principale de la passation des marchés

Organisation : Division des passations de marché et de la gestion du matériel

Direction général des finances et de la planification

Adresse : 1209 - 284 rue Wellington K1A 0H2

Téléphone : 613-960-4922

Télécopieur : 613-960-4956

Courriel : Steve.Gbaguidi@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Nom : Marie-Élaine Léger

Titre : Conseillère principale en apprentissage

Organisation : Programmes en gestion et en leadership

Division du développement professionnel

Adresse : 360 rue Albert, CSC 1409

Téléphone : 613-948-2987

Télécopieur : 613-941-4190

Courriel : Marie-Elaine.Leger@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

6.2 Représentant de l'entrepreneur

The CCI Leadership Institute
Suite 100, 421 Gilmour Street,
Ottawa, ON. K2P 0R5

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s.20(1)(c)



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Professional Services Contract Contrat de services professionnels

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7.1 Base de paiement

À condition de remplir de façon satisfaisante toutes ses obligations en vertu du contrat, l'entrepreneur sera payé 22,100.00\$ en conformité avec le tarif indiqué pour le travail et les services effectués conformément au présent contrat.

Categorie: 8.2 Expert-conseil en conception organisationnelle

Non de la ressource:

Honoraire: par jour

Niveau d'effort: Jusqu'à jours (taxes en sus)

Le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

7.2 Limitation des dépenses

1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 22,100.00 \$. Les taxes applicables sont en sus.

2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme:

- a. lorsque 75 p. 100 de la somme est engagée, ou
- b. quatre (4) mois avant la date d'expiration du contrat, ou
- c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.

3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

8. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit :

L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

9. Attestations - Conformité

Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et

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Professional Services Contract Contrat de services professionnels

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pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur Ontario et les relations entre les parties seront déterminées par ces lois.

11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.

- (a) les articles de la convention;
- (b) les conditions générales supplémentaires 4007(2010-08-16)
- (c) les conditions générales 2010B (2014-09-25)
- (d) Annexe A - Énoncé des travaux;
- (e) la soumission de l'entrepreneur en date du 28 avril 2015
- (f) arrangement en matière d'approvisionnement Pro services E60ZT-120001/524/ZT

12. Limitation de la responsabilité - Gestion de l'information ou technologie de l'information

a. Cet article s'applique malgré toute autre disposition du contrat et remplace l'article des conditions générales intitulé "Responsabilité". Dans cet article, chaque fois qu'il est fait mention de dommages causés par l'entrepreneur, cela renvoie également aux dommages causés par ses employés, ainsi que par ses sous-traitants, ses mandataires, ses représentants, ou leurs employés. Cet article s'applique, que la réclamation soit fondée contractuellement, sur un délit civil ou un autre motif de poursuite. L'entrepreneur n'est pas responsable envers le Canada en ce qui concerne le rendement ou l'inexécution du contrat, sauf dans les cas précisés dans cet article et dans tout autre article du contrat pré-établissant des dommages-intérêts. L'entrepreneur est uniquement responsable des dommages indirects, particuliers ou consécutifs, dans la mesure décrite dans cet article, même si l'entrepreneur a été avisé de la possibilité de ces dommages.

b. Responsabilité de la première partie :

- i. L'entrepreneur est entièrement responsable envers le Canada de tous les dommages, y compris les dommages indirects, particuliers et consécutifs, causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
 - A. toute violation des droits de propriété intellectuelle dans la mesure où l'entrepreneur viole l'article des conditions générales intitulé " Atteinte aux droits de propriété intellectuelle et redevances ";
 - B. toute blessure physique, y compris la mort.
- ii. L'entrepreneur est responsable de tous les dommages directs causés par l'exécution ou l'inexécution du contrat



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Professional Services Contract
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l'entrepreneur qui touchent des biens personnels matériels ou des biens immobiliers qui sont la propriété du Canada, en sa possession, ou qui sont occupés par le Canada.

iii. Chaque partie est responsable de tous les dommages directs causés par son manquement à l'obligation de confidentialité en vertu du contrat. Chaque partie est aussi responsable de tous les dommages indirects, particuliers ou consécutifs relatifs à sa divulgation non autorisée des secrets industriels de l'autre partie (ou des secrets industriels d'un tiers fournis par une partie à une autre, en vertu du contrat) qui concernent la technologie de l'information.

iv. L'entrepreneur est responsable de tous les dommages directs qui se rapportent à une charge ou à une réclamation liée à toute portion des travaux pour lesquels le Canada a effectué un paiement. Cela ne s'applique pas aux charges ou réclamations relatives aux droits de propriété intellectuelle, lesquelles sont traitées à l'alinéa (i) (A) susmentionné.

v. L'entrepreneur est aussi responsable envers le Canada de tous les autres dommages directs qui ont été causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :

A. tout manquement aux obligations en matière de garantie en vertu du contrat, jusqu'à concurrence du coût total payé par le Canada (y compris toute taxe applicable) pour les biens et les services touchés par le manquement;

B. tout autre dommage direct, y compris tous les coûts directs identifiables engagés par le Canada pour faire appel à un autre entrepreneur pour effectuer les travaux lorsque le contrat est résilié en partie ou en totalité par le Canada pour manquement, jusqu'à concurrence d'un maximum global pour ce sous-alinéa (B) du montant le plus élevé entre 0,75 fois le coût total estimatif (le montant indiqué à la première page du contrat dans la case intitulée "Coût total estimatif" ou le montant indiqué sur chaque commande subséquente, bon de commande ou tout autre document utilisé pour commander des biens ou des services), ou 1 000 000 \$.

vi. En aucun cas, la responsabilité totale de l'entrepreneur aux termes de l'alinéa (v) ne dépassera le montant le plus élevé entre le coût total estimatif (comme défini plus haut) du contrat ou 1 000 000 \$, selon le montant le plus élevé.

vii. Si les dossiers ou les données du Canada sont endommagés à la suite d'une négligence ou d'un acte délibéré de l'entrepreneur, la seule responsabilité de l'entrepreneur consiste à rétablir à ses frais les dossiers et les données du Canada en utilisant la copie de sauvegarde la plus récente conservée par le Canada. Ce dernier doit s'assurer de sauvegarder adéquatement ses documents et données.

C. Réclamations de tiers :

i. Que la réclamation soit faite au Canada ou à l'entrepreneur, chaque partie convient qu'elle est responsable des dommages qu'elle cause à tout tiers relativement au contrat, tel que stipulé dans un accord de règlement ou ultimement déterminé par une cour compétente, si la cour détermine que les parties sont conjointement et solidairement responsables ou qu'une seule partie est uniquement et directement responsable envers le tiers. Le montant de la responsabilité sera celui précisé dans l'accord de règlement ou déterminé par la cour comme ayant été la portion des dommages que la partie a causé au tiers. Aucun accord de règlement ne lie une partie, sauf si ses représentants autorisés l'ont approuvé par écrit.

ii. Si le Canada doit, en raison d'une responsabilité conjointe et solidaire, payer un tiers pour des dommages causés par l'entrepreneur, l'entrepreneur doit rembourser au Canada le montant ultimement déterminé par une cour compétente comme étant la portion de l'entrepreneur des dommages qu'il a lui-même causés au tiers. Toutefois, malgré l'alinéa(i), en ce qui concerne les dommages-intérêts spéciaux, indirects ou consécutifs subis par des tiers et couverts par le présent article, l'entrepreneur est uniquement responsable de rembourser au Canada sa portion des dommages que le Canada doit payer à un tiers sur ordre d'une cour, en raison d'une responsabilité conjointe et solidaire relativement à la violation des droits de propriété intellectuelle; de blessures physiques à un tiers, y compris la mort; des dommages touchant les biens personnels matériels ou immobiliers d'un tiers; toute charge ou toute réclamation sur toute portion des travaux; ou du manquement à l'obligation de confidentialité.



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**Professional Services Contract
Contrat de services professionnels**

Contract N° N° du contrat 4500124324	Standing offer N° N° de l'Offre à commande E60ZT-120001/524/ZT
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iii. Les parties sont uniquement responsables l'une devant l'autre des dommages causés à des tiers dans la mesure décrite dans ce paragraphe (c).

ANNEX 'A'

ÉNONCÉ DES TRAVAUX

**1 TITRE: SERVICES DE CONSULTATION - APPRENTISSAGE ET DÉVELOPPEMENT PROFESSIONNEL -
MINISTÈRE DE LA JUSTICE CANADA**

2 CONTEXTE:

Le domaine de l'apprentissage et du développement professionnel au ministère de la Justice (JUS) sera appelé à vivre une importante période de transition durant l'exercice 2015-2016, passant d'un modèle décentralisé à un Centre d'expertise national en apprentissage. Des efforts constants seront nécessaires afin de mettre en place et consolider cette nouvelle entité à JUS tant sur le plan des ressources et du travail.

D'autre part, l'organisme doit s'aligner avec la nouvelle approche pangouvernementale en matière d'apprentissage de l'École de la fonction publique du Canada (EFPC), qui offre un programme de cours commun normalisé pour tous les fonctionnaires et qui s'inscrit dans la concrétisation de la vision Objectif 2020. Une nouvelle façon de fonctionner et de nouvelles initiatives d'apprentissage à JUS découleront de cet alignement entre les offres de l'EFPC et des ministères.

3 OBJECTIF:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

4 DESCRIPTION DU BESOIN:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

5. PORTÉE DES TRAVAUX:

Le ministère de la Justice souhaite mettre en place un contrat pour des services de consultation afin de recevoir des services conseils. Ces services pourront porter sur des projets variés liés à la consolidation du nouveau Centre d'expertise en apprentissage du ministère de la Justice et à ses nouvelles initiatives, pour l'exercice financier 2015-2016. L'intention est de solliciter la firme lorsque leurs services seront nécessaires en articulant clairement les besoins au fur et à mesure de leur émergence.



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**Professional Services Contract
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

6. SERVICES DEMANDÉS:

Les services demandés à la firme pourraient inclure, mais ne sont pas limités à :

- a. Services conseils dans le développement d'un réseau pour les anciens de JUS;
- b. Services conseils dans un processus d'analyse et de détermination des besoins d'apprentissage internes pour JUS;
- c. Services conseils dans le développement d'un réseau de gestionnaires à JUS.

Rôles et responsabilités de l'entrepreneur (et/ou de son consultant) :

1. Le consultant respectera les réseaux de communication établis avec le responsable de la Division du développement professionnel;
2. Le consultant s'engage à fournir les documents exigés par la Division du développement professionnel, ou tout autre livrable, dans les délais préalablement déterminés entre eux ;
3. Le consultant s'engage à fournir des services conseil et/ou des produits/livrables de la plus haute qualité au client, tel que préalablement déterminé entre eux ;
4. Le consultant sera responsable de fournir une facture au Ministère moins de 15 jours après chaque livrable préalablement entendu avec le client, ou avant le 31 mars de l'année financière en cours. Aucun frais supplémentaire relatif aux déplacements, hébergements ou repas (autre que mentionnés dans le présent énoncé des travaux) ne seront facturés à la Division du développement professionnel;
5. Le formateur s'engage à transmettre au responsable du ministère de la Justice toutes informations jugées importantes qui pourraient avoir une incidence sur les livrables;
6. Le consultant devra avoir respecté et complété ses engagements contractuels avant le 31 mars de l'année financière prévue au contrat.

7. LANGUE DE TRAVAIL:

Les livrables devront être fournis en anglais, en français ou les deux, de manière appropriée, dépendamment de l'entente préalable avec le client. Pour ce qui est des communications avec la Division du développement professionnel, la langue privilégiée pourrait être le français, l'anglais ou les deux.

8. EXIGENCES EN MATIÈRE DE DÉPLACEMENT ET LIEUX DES TRAVAUX:

Certaines rencontres pourraient avoir lieu dans nos bureaux au centre-ville d'Ottawa, à distance par téléphone ou téléconférence, tel que préalablement entendu entre le consultant et le client.

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From - Ded
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONAL
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
SKY.

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax ("GST") is excluded from all prices. GST is not applicable to the unit prices. GST is included in the total estimated costs for shipping, packaging and F.O.B. (including all delivery charges) and is not applicable to the unit price, for organizations, save the F.S.C. Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les frais compris en montant canadien, les dépenses de courante canadienne et la partie des dépenses éventuellement comprises dans le tout aux produits et services (TPS) n'est pas compris dans les dépenses canadiennes. La TPS est comprises aux prêts municipaux et est en outre. La TPS est comprise dans le coût total estimé. Les prix compris dans les frais d'embauchement et de conditionnement et sont FAB (y compris tous les frais de livraison) aux détaillants indiqués dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

2 The terms and conditions set out in SCSU Supply Arrangement Series No. E60ZT-128001/471/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions ci-dessous décrivent l'arrangement en matière d'approvisionnement d'ASC, intervenu entre la fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001471/ZT



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Supply Arrangement Solicitation/Contract

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dem

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
Contract Contrat
Amendment Modification

Accounting Office Code
Code du bureau comptable

19204

Requisition No. - Demande

Ord. Off - Bur. demand. 19204
Yr. - An. 15
Ser. No - N° de série 8579

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Inspection Agency - Chargé de l'inspection

Consignee at
destination unless
specified herein. Destinataire au point
de destination sauf
si indiqué ci-dessus.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable (to the unit prices). GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissments et tous les bordereaux d'accompagnement.

1920458579

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DEPUTY MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: FRANCE ROBITAILLE 613-416-4511
284 WELLINGTON ST RM 4137C
OTTAWA ON K1A 0H8
CANADA

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/471/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/471/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/471/ZT</p> <p>1. Security Requirement The following Security requirements apply and form part of the contract:</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6</p> <p>1. The Contractor/Offeror must, at all times during the</p>								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination

Name and address of Vendor - Nom et adresse du fournisseur

CONVERSART CONSULTING LTD.
1651 AUTUMN RIDGE DR
OTTAWA ON K1C 6Y1
CANADA
Phone: 613-837-6061

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 10mm 18579 on 1/6

Date

Vendor No. - No. du Fournisseur

Fax No. - No. de Télécopie

142745

JUS 9200-11 (07/2006)

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Préparez de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X
Signature

Title - Titre

000063



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of July 2, 2015 to December 31, 2015</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort</p>								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority</p> <p>The Project Authority for the Contract is: Stéphanie Poliquin Chief of staff to the DM Deputy Minister's Office Department of Justice Canada 284 Wellington street Ottawa, Ontario K1A 0H8 Telephone: 613-946-3868 E-mail address: stephanie.polquin@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.3 Contractor's Representative</p> <p>[REDACTED] ConversArt Consulting 1651 promenade Autumn Ridge Drive Ottawa ON K1C 6Y1 Telephone: 613-837-6061 Email: info@conversart.com</p> <p>7. Payment</p> <p>7.1 Basis of Payment - Limitation of Expenditure</p> <p>The Contractor will be reimbursed for the costs reasonably and</p>								

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Supply Arrangement Sollicitation/Contract
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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>properly incurred in the performance of the Work as determined in accordance with Annex A # Statement of work to a limitation of expenditure of \$21,600.00. Customs duties are included and Applicable Taxes are extra.</p> <p>7.1.1 Basis of Payment - Professional Fees Resource: [REDACTED] Per Diem rate: [REDACTED] for 7.5 hours a day Level of Effort: up to a maximum of [REDACTED] days at [REDACTED]</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment # Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 								



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D J	To - À Y-A M D J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>7.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 # Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20# Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"> a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. 								
JUS 9200-11 (07/2006)									

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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p>7.6 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>8. Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <p>a. A copy of time sheets to support the time claimed</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</p> <p>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>9. Certifications - Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing</p>								



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	<p>associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/471/ZT e. The Contractor's bid <p>12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to</p>								



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	<p>perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third</p>								



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	<p>party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either 								



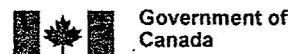
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	<p>[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. Title: Provide facilitation services to DOJ working group of subject matter experts.</p> <p>2. OBJECTIVE Develop high policy advice in key areas of the Justice Porfolio.</p> <p>3 Scope: Consultant will develop an agenda and facilitate 1 and a half day brainstorming meeting to take place on July 6 and 7 with the purpose of developing options in key policy areas.</p> <p>4. Tasks:</p> <ul style="list-style-type: none"> - Consultant must review documentation and meet with the Chief of Staff (COS) and possibly the Deputy Minister to outline objectives of session. - Consultant must develop an agenda and design of session and submit to COS for review and approval. - Once approved, the consultant must facilitate the discussions during the 1 and half day session. - After the close of the session, the consultant will debrief on results achieved and next steps with COS. - Consultant might be required to have follow up sessions with COS 								

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	<p>and group.</p> <p>5. Deliverables:</p> <ul style="list-style-type: none"> - Agenda and design of session approved before July 4, 2014 - Being present to facilitate on July 6 and 7, 2015 <p>6. Location of Service Delivery</p> <p>East Memorial Building, 4th Floor (meetings) and in salle Pierre deBlois au 75 Albert, Suite 400 (APEX)</p>								
00010	<p>Working Session -Fall Policy Plan.Team</p> <p>Financial Codes Codage financier 0130-12000-15--3750 -4010</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.02	2015.12.31	19204			13%	2,808.00	24,408.00

JUS 9200-11 (07/2006)

Requisition No. - Demande
 Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
 19204 15 8579

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Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats											
From - Use		Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable	Request for proposal Demande de proposition	Request for contract Demande de contrat	Amendment Modification	Registration No. - Demande Ord. Off.-Bur. démén. Vz. - An. Ser. No. N° de série	Page 1 of 11						
BEAUVAIS-LEFORT, M NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-952-2243 FAX:		Clauses (1) and (2) below will form part of this. Les clauses 1 et 2 ci-dessous font partie du document de :		<input type="checkbox"/> Request for proposal <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Amendment				19371 19371 15 8338	Inspection Agency - Chargé de l'inspection						
								Destination	Consignee et destination unless specified below. Destinataire au port de destination sauf si indiqué ci-dessous.						
								CLIENT SERVICES - OPERATIONS DEPARTMENT OF JUSTICE CANADA ATT: DIANE LATREILLE (613-946-4746) 275 SPARKS ROOM 8089 OTTAWA ON K1R 7X9 CANADA	Direct inscription. Address toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243						
<small>Unless otherwise indicated herein by the Crown, all prices are in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added or is applicable to the unit prices. GST is included in the total estimated costs. Prices include packing, packaging and/or F.O.B. (including all delivery charges) destination(s) specified herein; multiple taxes are not applicable, for provincial taxes, see the Supply Arrangement.</small>		<small>All invoices, shipping bills and packing slips must include the number indicated in this box.</small>		<small>Le facture figurant dans cette case doit être indiqué dans toutes les factures, toutes les connaissances et tous les bordereaux d'expédition.</small>		<small>Facultés - Original and two copies are to be sent in: Factures - Remplir et envoier l'original et deux copies à:</small>		<small>1937158338</small>		<small>CLIENT SERVICES - OPERATIONS DEPARTMENT OF JUSTICE CANADA ATT: DIANE LATREILLE (613-946-4746) 275 SPARKS ROOM 8089 OTTAWA ON K1R 7X9 CANADA</small>					
<small>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane et taxes excise comprises. Le prix pour les produits et services (GST) n'est pas compris dans les prix unitaires. La TPS est exclue des prix unitaires. La TPS est comprise dans le prix total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (à expédition hors les frontières du territoire) aux destinations indiquées dans les présentes. Les taxes provinciales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</small>		<small>Amendmant No. - N° de la modification</small>		<small>Previous Value - Valeur précédente</small>		<small>Inc/Decr - Aug/Rév</small>		<small>Revised Value - Montant Révisé</small>							
<small>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer. 2. The terms and conditions set out in CSC Supply Arrangement Serial No. E602T-120001/338/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de l'Énergie publique et Services gouvernementaux Canada, et portant le numéro de série E602T-120001/338/ZT sont incorporées dans les présentes.</small>															
Item Article	Description			From - De Y-A-M-D-J	To - À Y-A-M-D-J	Contracting Code Code de consignation	No. of Days N° de jours	From/At/Limit Taxes/Val. Limite	GST% TVA/TPS%	GST Total Total TPS	Total				
	Resulting Contract Clauses E602T-120001/338/ZT 1. Security Requirement Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed. 2. Statement of Work														
<small>Solicitation closes - L'invitation à soumissionner prend fin le At - A 00:00:00</small>		<small>The Vendor agrees and accepts to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereon. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</small>													
<small>On - Le</small>		<small>La fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au prix(s) indiqué(s). Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</small>													
<small>Name and address of Vendor - Nom et adresse du fournisseur</small>		<small>State place of manufacture/Shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.</small>													
COACHING ALLIANCES 147 GLEBE AVENUE OTTAWA ON K1S 2C4 CANADA Phone: (613) 230-2886		<small>F.O.B. Point - Points F&B Destination</small>													
		<small>Pursuant to Section 33(1) of the Financial Administration Act, funds are available en vertu de l'article 33(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.</small>													
		<small>TA 10000 18236 On file By Date 15.07.07 Telephone No. - N° de Téléphone 613 230 2886 Total Estimated Cost Date 15.07.07 Telephone No. - N° de Téléphone 613 230 2886 Total Estimated Cost For the Minister - Reçu par le Ministre X DIANE LATREILLE</small>													
<small>Vendor No. - N° du Fournisseur</small>		<small>For No. - N° de Télécopie</small>													
125748		(613) 230-7556													
<small>JUS 6000-11 (07/2006)</small>															
<small>Your offer is accepted to the extent approved herein. Votre offre est acceptée dans les conditions exposées dans les présentes.</small>		<small>You are requested to supply as itemized below. Nous vous demandons de nous faire parvenir ce qui est indiqué dans les présentes.</small>		<small>Please sign the signed copy herewith. Veuillez signer et renvoyer l'original et une copie distincte.</small>											

May Glen

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From - Dem

BEAUV AIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
 Contract Contrat
 Amendment Modification

Accounting Office Code
Code du bureau comptable
19371

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19371 15 8338

Page 1 of 11
Inspection Agency - Chargé de l'inspection

Destination
CLIENT SERVICES - OPERATIONS
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613-946-4746)
275 SPARKS ROOM 8089
OTTAWA ON K1R 7X9
CANADA

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
BEAUV AIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/338/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/338/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/338/ZT</p> <p>1. Security Requirement Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.</p> <p>2. Statement of Work</p>								
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.				State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.			
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.				F.O.B. Point - Point FAB Destination			
Name and address of Vendor - Nom et adresse du fournisseur COACHING ALLIANCES 147 GLEBE AVENUE OTTAWA ON K1S 2C4 CANADA Phone: (613) 230-2886		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)				Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles			
						Total Estimated Cost Coût global estimatif \$ 5,650.00			
		Signature		Date		Telephone No. - N° de téléphone		For the Minister - Réserve au Ministre X BH Lavoie	
		<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		<input type="checkbox"/> Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.		The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	
Vendor No. - No. du Fournisseur 125748	Fax No. - No. de Télécopie (613) 230-7556					Signature			
Title - Titre									



Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of July 6, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority The Project Authority for the Contract is: Michel Brazeau Director General Human Resources Branch</p>								



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**Supply Arrangement Solicitation/Contract
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-941-1867 E-mail address: michel.brazeau@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.3 Contractor's Representative</p> <p>Director, Principal Coach and Consultant 147 Glebe Avenue Ottawa ON K1S 2C4 Telephone: 613-230-2886 Email: [REDACTED] @magma.ca</p> <p>7. Payment</p> <p>7.1 Basis of Payment - Limitation of Expenditure</p> <p>The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$5,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>7.1.1 Basis of Payment - Professional Fees</p> <p>Resource: [REDACTED] Hourly rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] sessions of 2 hours</p> <p>For the purpose of this Contract, a face to face session will last 1.5 hours and will require 0.5 hours of preparation.</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$5,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of</p>								



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	<p>the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>7.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to</p>								



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	<p>date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <p>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.</p> <p>b) The accuracy of the Contractor's time recording system.</p> <p>c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p>7.6 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>8. Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices</p>								



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	<p>cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> a. A copy of time sheets to support the time claimed <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. <p>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p>								



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	<p>a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/338/ZT e. The Contractor's bid</p> <p>12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with</p>								



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	<p>subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p>								
	<p>16. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p>								
	<p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor</p>								



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	<p>concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can</p>								

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	<p>reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. Title Executive Coaching Services for L. Pratt-Tremblay</p> <p>2. OBJECTIVE [REDACTED] coaching alliances Inc. will provide a series of individual coaching sessions for Laurie Pratt-Tremblay, Senior Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.</p> <p>3. Scope: [REDACTED] will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.</p> <p>4. Tasks:</p> <p>4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.</p> <p>4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.</p> <p>4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.</p> <p>4.4 A personal written record or journal to record learnings related to the self-observation exercises and assigned practices.</p>								

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00010	<p>5. Deliverables:</p> <p>5.1 In-person sessions of 1.5 hours each requiring coach pre-session time of 0.5 hour for a total of 2 hours per session at an hourly rate of [REDACTED]. Under certain circumstances, coaching conversations may be conducted by telephone.</p> <p>5.2 Ongoing communication via telephone, e-mail and/or fax as needed to ensure support between meetings.</p> <p>5.3 Self-observation exercises.</p> <p>5.4. Competency-focused practices.</p> <p>5.5 Selected readings.</p> <p>[REDACTED] - Coaching Alliances Inc.</p> <p>Financial Codes Codage financier 0130-19060-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.06	2016.03.31	19371	[REDACTED]	[REDACTED]	13%	650.00	5,650.00

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From - Dem		Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No. - Demande	Page
COCONETU, TRAIAN NATIONAL CAPITAL REGION RÉGION DE LA CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-301-9709 FAX:		Clauses (1) and (2) below will form part of this. Les clauses 1 et 2 ci-dessous font partie du document de :	19138	Ord. Off - Bur demander 19138 Yr., An 15 Ser. No - N° de série 8545	1 of 12
		Request for proposal <input type="checkbox"/> Demande de proposition <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Amendment	EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 2020-275 SPARKS ST OTTAWA ON K1A 0H8 CANADA	Consignee at destination unless specified herein. Destinataire au point de destination seul si indiqué ci-dessus.	Inspection Agency - Chargé de l'inspection
					Direct inquiries to: Address toutes demandes de renseignements à: COCONETU, TRAIAN 613-301-9709
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise y compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS est exclue des prix unitaires et est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</p>					
		All invoices, shipping bills and packing slips must include the number indicated in this box	The number appearing on all invoices, shipping bills and packing slips must be indicated in toutes les factures, toutes les factures de transport et toutes les étiquettes d'emballage.	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:	
		1913858545		EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 2020-275 SPARKS ST OTTAWA ON K1A 0H8 CANADA	
		Amendment No./No. de la modification	Previous Value - Valeur précédente		
		Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé		

- 1** The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/804/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/804/ZT sont incorporées dans les présentes.



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	<p>II) CONTRACT CLAUSES</p> <p>The following clauses apply to and form part of the present contract number 191385845:</p> <p>Delivery Requirements Outside a Comprehensive Land Claims Settlement Area</p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p> <p>1 Security Requirements</p> <p>The following security requirements (SRCL and related clauses) apply and form part of the Contract.</p> <p>1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <p>i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.</p> <p>iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>v. The Contractor/Offeror must comply with the provisions of the:</p> <p>a. Security Requirements Check List and security guide (if applicable), attached at Annex C;</p> <p>b. Industrial Security Manual (Latest Edition).</p> <p>2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of one (1) Performance Measurement Consultant for the Department of Justice Canada under the ProServices Supply</p>								

JUS 9200-11 (07/2008)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period of July 6, 2015 to October 7, 2015.</p> <p>5 Authorities</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is:</p> <p>Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca</p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p>								

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5.2 Project Authority	<p>The Project Authority for the Contract is:</p> <p>Contact Name: Paula McLenaghan Telephone: (613) 952-3594 E-mail address: paula.mclenaghan@justice.gc.ca</p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>5.3 Contractor's Representative</p> <p>The Contractor's Representative for the Contract is:</p> <p>Contact Name: [REDACTED] Telephone: 613-298-9877 E-mail address: [REDACTED]@jhgconsulting.com</p> <p>Organisation Name and Address: JHG Consulting Network Inc. 1840 Burritts Rapids Road Merrickville, Ontario K0G 1B0 Canada</p> <p>6 Payment</p> <p>6.1 Basis of Payment- Firm Unit Price</p> <p>In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have</p>								

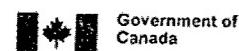
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	<p>been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.2 Basis of Payment- Professional Fees</p> <p>Resource 1: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>Resource 2: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] day.</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p>6.3 Authorized Travel and Living Expenses</p> <p>Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.4 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$ 22,000.00. Customs duties are include and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <p>a. when it is 75 percent committed, or</p> <p>b. four (4) months before the contract expiry date, or</p> <p>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written</p>								

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	<p>estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7 Method of Payment</p> <p>7.1 Milestone Payment</p> <p>Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B and the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. <p>7.2 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>8 Accounts and Audit</p> <p>1. The Contractor must keep proper accounts and records of the</p>								

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	<p>cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>10 Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p>								

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	<p>Each invoice must be supported by:</p> <p>a. A copy of time sheets to support the time claimed</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</p> <p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;</p>								

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	<p>(b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Basis of Payment (e) Annex C, Security Requirements Check List; (f) Supply Arrangement Number E60ZT-120001/804/ZT ; and (g) the Contractor's bid dated June 19, 2015.</p> <p>15 Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>16 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>17 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p>								

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	<p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>13 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>19 Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p>								

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20	<p>Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that 								

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	<p>infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>LIST OF ANNEXES (See documents attached)</p> <ul style="list-style-type: none"> 1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- BASIS OF PAYMENT 3) ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST 4) ANNEX D : RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM <p>00010 Perf. Meas. Strat. Investigative Powers</p> <p>00020 Perf. Meas. Strat. Investigative Powers</p> <p>Financial Codes Codage financier 0130-18044-15--3704 -4010 Amount Montant 22,000.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>										
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From - Dd
PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes ou la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est sur eux. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/294/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/294/ZT sont incorporées dans les présentes.

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	CONTRACT SPECIFICATIONS E60ZT-120001/294/ZT 1. Security Requirements The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. 1.1 The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by								
Solicitation closes - L'invitation à soumissionner prend fin le Al - A 00:00:00		State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.							
On - Le		F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles							
Name and address of Vendor - Nom et adresse du fournisseur HALIFAX GROUP, THE C/O CHRISTOPHER BRANCH 400-190 O'CONNOR ST OTTAWA ON K2P 2R3 CANADA Phone: (613) 230-333...		PR 100018714 on file Signature _____ Date _____							
Vendor No. - No du Fournisseur 103824		Total Estimated Cost Coût global estimatif \$ 16,526.25 For the Minister - Réservé au Ministre <i>K.Pordonick</i> Signature _____ Date _____							
Fax No. - No. de Télécopie (613) 230-8116		Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.							
		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.							
		Return the signed copy forthwith. Préparez de retourner immédiatement une copie dûment signée.							
		The Vendor has read and understood this contract. Il a pris connaissance du présent contrat. Signature _____ Date - Titre _____							

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Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - To Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vol. Limt/ Taux/Vol. limite	GST% %TPS	GST Total Total TPS	Total
	<p>the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none">a. Security Requirements Check List and security guide (if applicable), attached at Annex B;b. Industrial Security Manual (Latest Edition). <p>2. Statement of Work</p> <p>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>3.2 Supplemental General Conditions</p> <p>4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>4. Term of Contract</p> <p>The period of the Contract is from date of award to September 30, 2015 inclusive.</p> <p>5. Authorities</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada</p>								

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	<p>284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Fordonick@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Project Authority Alexis Ford-Ellis Manager, Wellness Program Department of Justice Canada 350 Albert Street, Room 353 Ottawa ON, K1A 0H8 Telephone: 613-957-7558 E-mail address: Alexis.Ford-Ellis@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>5.3 Contractor's Representative Telephone: 613-230-3337 E-mail address: [REDACTED]@halifaxgroup.com</p> <p>6. Payment</p> <p>6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate: [REDACTED]</p>								

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	<p>Level of Effort: up to a maximum of [redacted] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p>6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.3 Limitation of Expenditure</p> <p>6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$14,625.00. Customs duties are included and Applicable Taxes are extra.</p> <p>6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.4 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 								

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7.	<p>Accounts and Audit</p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p>								
8.	<p>Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the following address: Diane Latreille Department of Justice Canada 350 Albert Street, Room 360</p>								



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	<p>Ottawa ON, K1A 0H8 Telephone: 613-952-6551 Email: Diane.Latreille@justice.gc.ca</p> <p>9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>10. Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>11. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>12. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;</p> <p>(b) the supplemental general condition 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;</p> <p>(c) the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity);</p> <p>(d) Annex A, Statement of Work;</p> <p>(e) Annex B, Security Requirements Check List;</p> <p>(f) Supply Arrangement Number E60ZT-120001/246/ZT (the "Supply Arrangement"); and</p>								

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	<p>(g) the Contractor's Proposal: Employee Assistance Program Procurement</p> <p>13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>15. Replacement of Specific Individuals</p> <p>15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of</p>								

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	<p>the Contract</p> <p>16. Ownership</p> <p>16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>17. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>18. Intellectual Property Infringement and Royalties</p> <p>18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>18.2 If anyone makes a claim against Canada or the Contractor</p>								

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	<p>concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>18.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>18.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price 								
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	<p>that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. Title Procurement Specialist - Employee Assistance Program Procurement</p> <p>2. Background Services for Justice Canada's Employee Assistance Program (EAP) are currently provided on a cost-recovery basis by Health Canada's Employee Assistance Services Division, which provides services across Canada.</p> <p>Through a competitive procurement process, the Workplace Branch wishes to determine if the private sector or other organizations outside the federal government can provide the services currently provided by Health Canada at a competitive price. The Branch also wishes to determine if additional services can be delivered in a cost-effective manner by such a service provider.</p> <p>3. Scope The Workplace Branch requires the services of an experienced consultant to support the development of a statement of work and technical evaluation criteria for the procurement document. The Work will include:</p> <ul style="list-style-type: none"> - Determining, in consultation with the Workplace Branch, the services to be included in the procurement; - Surveying or reviewing how other federal government departments procure and deliver employee assistance services; and - Developing the statement of work and technical evaluation criteria for the procurement document. <p>4. Tasks/Deliverables The resource will undertake the following work on an as and when required basis:</p> <ul style="list-style-type: none"> i) Review relevant employee assistance services documentation provided by the Workplace Branch; ii) Meet with the Workplace Branch staff and any other key stakeholders identified by the Branch to determine the specific services to be procured; iii) Review the procurement and delivery of similar services by other government departments/agencies from service providers other 								

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	<p>than Health Canada to identify best practices;</p> <p>iv) Develop a draft statement of work, review and obtain feedback from the Workplace Branch and finalize;</p> <p>v) Develop draft technical evaluation criteria (mandatory and rated requirements), review and obtain feedback from the Workplace Branch and finalize; and</p> <p>vi) Ensure that the statement of work and technical evaluation criteria comply with Government of Canada contracting policies, directives, guidelines and practices.</p> <p>5. Due Dates</p> <p>Due dates for Tasks/Deliverables are to be determined by the Project Authority. All work shall be completed no later than September 30, 2015.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL)</p> <p>Please see the attached SRCL.</p>									
00010	<p>Category 10.7 - [REDACTED]</p> <p>Financial Codes Codage financier 0130-18045-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.22	2015.09.30	19285	[REDACTED]	[REDACTED]	13%	1,901.25	16,526.25	

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From - De		Requesting Officer Name Nom du bureau/constable		Requester No. - Demand No. de l'inv. demandante	Date - Date Mois - Année	Ref. No. - N° de réf. 15	Prior 1 or 11						
PORDONICK, KAYLA NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-946-9012 FAX:				19136	On: 09-Nov-2008	Ref. No.: N° de réf. 15 8715							
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra and applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any FOB (including all delivery charges) destination(s) specified herein. Municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.		Request for proposal <input type="checkbox"/> Demande de proposition <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Modification Amendment		Requested by Date requested Description of the request Indicate if the request is for a specific date Date required to receive responses Description of the contract		Inspection Agency - Chambre de l'inspection Consignee et description unless specified herein Description au sujet de la demande si indiqué ci-dessus Direct inquiries to: Address to whom demands of contracts are to be sent to PORDONICK, KAYLA 613-946-9012							
A moins d'indication contraire dans les spécifications de la part de la Couronne, tous les prix sont en monnaie canadienne, les droits de douane et taxes et la taxe sur les services (GST) sont exclus des unités de prix. GST est additionnel et applicable aux unités de prix. GST est inclus dans le coût estimé total. Les prix comprennent l'emballage et le conditionnement au point FOB (y compris les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne sont pas applicables, pour les taxes provinciales, voir l'arrangement en matière d'approvisionnement.				An request, if contract is to be signed, indicate date and place of signature Date et lieu où sera signé le contrat Indiquer la date et lieu où sera signé le contrat		Procès - Document fourni à la partie prenante Remarque: Envoyer original et deux copies EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ACT: LUCIE FRENETTE (613-946-3830) 2020-275 SPARKS ST OTTAWA ON K1A 0H8 CANADA							
Item Article CONTRACT SPECIFICATIONS E602T-120001/804/ZT		Amendment No. / N° de la modification		Previous Value - Valeur précédente		EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ACT: LUCIE FRENETTE (613-946-3830) 2020-275 SPARKS ST OTTAWA ON K1A 0H8 CANADA							
Description		From - De Y-A-M-D-U		To - À Y-A-M-D-U		Contingency Code consignation		No. of Days N° de jours		Fees/Material Tarif/Matériel		GST Total Total TPS	
1. Security Requirements The following security requirements (SRCL) and related clauses provided by ISP1 apply and form part of the Contract. 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security													
Specification copies - Copie(s) de la spécification		At - A 00/00/00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the number and services listed herein, and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a vendor shall not be considered as an offer to sell.		Statement of manufacture/shipping of goods or where service is to be performed Indiquer la nature, fabrication ou expédition des biens, ou encore le lieu où les services doivent être rendus							
On - Le				Le fournisseur offre et connaît de vendre au Ministre, sur les conditions et pratiques dans les présentes et dans les documents ci-joint, les biens et/ou services, autres que ceux qui sont indiqués dans les présentes, ou tout autre document ou document précurseur. Les réponses à une demande de proposition présentée par un fournisseur ne sont pas considérées comme une offre de vente.		F.O.B. Port - Port FOB Destination							
Name and address of Vendor - Nom et adresse du fournisseur JHG CONSULTING NETWORK INC 1840 BURRITTS RAPIDS ROAD MERRICKVILLE ON K0G 1N0 CANADA Phone: 613-269-2002		Non Non		You offer and Your offer conditions présumées		I do the mes dans les		You may also supply vous pouvez également fournir Nous vous demandons de faire ce qui suit précisément dans les présentes		Please sign and return Veuillez signer et renvoyer Nous vous demandons de faire ce qui suit précisément dans les présentes		The Vendor Le Fournisseur	
Vendor No. - N° du Fournisseur 124188		Fax No. - N° de Télecopie 613-269-4284										Signature Signature du Ministre S. 26,860.00	
JUS 9200-11 (07/2006)													

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Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Ref. Article	Description	From - On Y AND J	To - A Y AND J	Campaign Date Date campagne	No. of Days N° de jours	Fees/NW Unit Taux/Unité, Unité	GST% %TPS	GST Total Total TPS	Total	
	<p>Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.7 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.</p> <p>1.8 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.9 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor must comply with the provisions of the:</p> <ul style="list-style-type: none">a. Security Requirements Check List, attached at Annex B;b. Industrial Security Manual (Latest Edition). <p>2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>3.2 Supplemental General Conditions 4007 (2019-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>3.3 Specific Persons The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: [REDACTED]</p> <p>4. Term of Contract The period of the Contract is from date of award to December 16, 2019 inclusive.</p> <p>5. Authorities</p>									

JUS 920-11 (7/2004)

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Ref Arch	Description	Supply Arrangement Sollicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		Firm - De V.A.M.D.U.	To-A. V.A.M.D.U.	Contractor Code Code désignant le	No. of Days N° de jours	Fees And Levy Frais et taxes	GST% TVA%	GST Total Total TPS	Total
	<p>5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting Bid Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Pordonick@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Technical Authority Alexis Ford-Ellis Evaluation Manager Department of Justice Canada 284 Wellington Street, EMB 5175 Ottawa ON, K1A 0H8 Telephone: 613-941-4071 E-mail address: Jane.Evans@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>5.3 Contractor's Representative Telephone: 613-269-2002 E-mail address: [REDACTED]@jhgconsulting.com</p> <p>6. Payment</p> <p>6.1 Basis of Payment - Firm Price For the Work described in Annex A - Statement of Work:</p> <p>In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$22,000.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.</p>								
JUS 5200-11 (07/2004)		Registration No. - Dernier numéro Ord. CH-Inv. date: 19138 Yr.-An. 15 Ser. No. N° de série 8715		Page 3 of 11		000111			

		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats								
Ref. Article	Description	From/De YAMOJ	To/A YAMOJ	Corrigées/Corr. Code démonstrative	No of Days N° de jours	Fee/Unit Taux/Unité	GST% SITPS	GST Total Total TPS	Total	
	<p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.3 Method of Payment - Milestone Payments</p> <p>6.3.1 Canada will make milestone payments in accordance with the Schedule of Milestones outlined in 6.3.2 below and the payment provisions of the Contract it:</p> <ul style="list-style-type: none">a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;b) all such documents have been verified by Canada;c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. <p>6.3.2 Schedule of Milestones</p> <p>Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than December 16, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>7. Accounts and Audit</p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under</p>									
JUS 920-11 (07/2006)		Regulatory ID: 00000000000000000000	Document ID: 00000000000000000000	Page: 4	of 11					
		Ord of Ser Order: 15	Page: 15	Serial No.: 8715						

Item Article	Description	Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement/invitation à soumissionner et aux contrats							
		Firm De YAN-DJ	To A YAN-DJ	Government Cdr Contracting officer	No of Days R'd deposits	Fees And Unit Tentative Rate	GSTR GSTPS	CST Total Total TPS	Total
	<p>The Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: Lucie Frenette Department of Justice Canada 275 Sparks Street, 5th Floor Ottawa ON, K1A 0H6 Telephone: 613-946-3830 Email: Lucie.Frenette@justice.gc.ca</p> <p>9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been</p>								

JUS 9200-11 (07/2006)

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Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Par André	Description	Frais De MANOUE	Ta - A MANOUE	Contracting Code or signature	No of Days Nombre de jours	Fees/Val Total Taux/taux total	GST NTPS	GST Total Total TPS	Total	
	able to gain access to the premises.									
	10. Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.									
	11. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.									
	12. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Annexes of Agreement; (b) the supplemental general condition 4007 (2010-05-10), Canada to Own Intellectual Property Rights in Foreground Information; (c) the general conditions 2010s (2015-07-03), General Conditions - Professional Services (Medium Complexity); (d) Annex A, Statement of Work; (e) Annex B, Security Requirements Check List; (f) Supply Arrangement Number R6027-120001/304/ZT (the "Supply Arrangement"); and (g) the Contractor's Proposal dated July 15, 2015.									
	13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada, on the following grounds: - the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.									
	14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada									

Item Article	Description	Supply Arrangement/Sélection/Contrat Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y/M/D	To - A Y/M/D	Contract/Cette Date/congrégation	No. of Days Nombre de jours	Fee/Unit Tax/Yat/Liens GAT/HST Taxes/TPS	GST/HST Taxes/TPS	Total	
	<p>acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>15. Replacement of Specific Individuals</p> <p>15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>15.2 If the Contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>16. Ownership</p> <p>16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible</p>								

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement et/ou aux invitations à soumissionner et aux contrats						
Item Article	Description	Type De TADMU	Type YANGI	Category Code/Catégorie code	No of Days/Nombre de jours	Term/Val Term/Terme/Valeur terme	GST% NIPS	GST Total/Total TPS	Total	
	for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.									
16.4	Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.									
17.	Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.									
18.1.	Intellectual Property Infringement and Royalties The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.									
18.2	If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1995, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.									
18.3	The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that									

JUS1200-11 (07/2004)

Registration No. Periode
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 Government of Canada Gouvernement du Canada Supply Arrangement Solicitations/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

JUS 9720-11 407/26

ANNEX A - STATEMENT OF WORK

1. Title
Family, Children and Youth Section Performance Measurement and Evaluation Strategy

2. Objective
The Department of Justice Canada (Department) requires the services of a Contractor to develop a Performance Measurement and

Requisition No. - Demand
Ort Or. Sub-district Tl - Ad. Sir. No. - N. date
19138 15 8713

Ref. Réf.	Description	Proc.-De PROC-D	Tc-A TCA-D	Contract Code Code contractuel	No of Days N° de jours	Free/Net Total Taux/tarif total	GST% NTPS	GST Total Total NTPS	Taxe
	<p>Evaluation Strategy (PMES) for the Family, Children and Youth Section (FCY).</p> <p>3. Background In preparation for an evaluation in 2017-2018 of the work undertaken by the FCY and other areas of the Department (Programs Branch, Research and Statistics Division and Communications) in support of their work, there is a need to develop a PMES. The PMES will build on the FCY Legal and Policy Study conducted in 2015 which outlines the profile of the FCY and incorporates the program logic of the Supporting Families Experiencing Separation and Divorce Initiative (SFI), Department's work under the Family Violence Initiative (FVI) and captures all other work undertaken by the FCY.</p> <p>4. Scope This Contract will support the development of a PMES that will include a program profile, logic model, performance measurement strategy and an evaluation strategy in accordance with Treasury Board Secretariat expectations: (http://www.tbs-sct.gc.ca/ceo/index-eng.asp).</p> <p>Under the new Evaluation Policy, the Treasury Board Secretariat outlines its expectations with respect to evaluating the relevance and performance of programs. During the preparation of the evaluation design, it is expected that additional issues may be identified and included in the methodological design.</p> <p>A draft profile and logic model were developed as part of a FCY Legal and Policy Study in 2015. These components will be used as a basis for developing the PMES.</p> <p>5. Tasks It is anticipated that the Contractor will undertake the following activities:</p> <p>(a) Initial Meeting - the Contractor will meet with the Technical Authority and the Evaluation Advisory Committee (EAC), which include the Senior General Counsel, FCY Coordinators (4) and representatives from the Programs Branch (3) and the Research and Statistics Division (2), to discuss project requirements, timelines, expectations, and to confirm roles and responsibilities. The meeting will take place in Ottawa.</p> <p>(b) Document and file review - The Contractor will review a sufficient number of background documents and files to become familiar with the Initiative. The documents will include, but not be limited to: the FCY Legal and Policy Study; previous PMES for the SFI, FVI and Criminal Law Policy Section; and any other relevant documents to provide context for developing the PMES.</p>								

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Government of
Canada

Gouvernement du
Canada

From - Dad

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de:

Request for proposal Demande de proposition

Contract Contrat

Amendment Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise portent compris. Le prix sur les produits et services (TPS) n'est pas compris dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Accounting Office Code Code du bureau comptable 19138	Requisition No - Demande Ord. Off - Inv. demand Yr. - An Ser. No - N° de série 19138 15 8715	Page 1 of 2				
Destination EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 9031-275 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA		Inspection Agency - Chargé de l'inspection Consignee et destination unless specified herein Destinataire ou point de destination si non indiqué ci-dessus.				
		Direct Inquiries to: Adresser toutes demandes de renseignement à: PORDONICK, KAYLA 613-946-9012				
<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p>1913858715</p> <table border="1"> <tr> <td>Amendment No - N° de la modification 1</td> <td>Previous Value - Valeur précédente</td> </tr> <tr> <td>Inc/Decs - Aug./Dim. </td> <td>Revised Value - Montant Révisé </td> </tr> </table>			Amendment No - N° de la modification 1	Previous Value - Valeur précédente	Inc/Decs - Aug./Dim. 	Revised Value - Montant Révisé
Amendment No - N° de la modification 1	Previous Value - Valeur précédente					
Inc/Decs - Aug./Dim. 	Revised Value - Montant Révisé 					
<p>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:</p> <p>EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 9031-275 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA</p>						

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No E602T-120001/804/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/804/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. This amendment No: 1 is raised in order to change the due date for milestone No: 2 and extend the period of contract until January 31, 2016 inclusive, without increase the value of contract. In order to do so: DELETE:</p>								

Solicitation closed - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus

On - Le

Le fournisseur offre et connaît de vendre au Ministre, sur les conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination

Name and address of Vendor - Nom et adresse du fournisseur

JHG CONSULTING NETWORK INC
1640 BURRITTS RAPIDS ROAD
MERRICKVILLE ON K0G 1N0
CANADA
Phone: 613-269-2002

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles

PR#100008715 ou file

Signature _____ Date _____

Total Estimated Cost
Coût global estimatif

\$ 24,860.00

For the Minister, Réserves du Ministre

[Signature] Date **Dec 7/15**

sent contre et qu'il l'accepte.

Title - Titre **09/12/15**

Vendor No - N° du Fournisseur Fax No - N° de Télécopie

124188 613-269-4884

JUS 9200-11 (07/2006)

Your offer is as
extant specified
Votre offre est à
conditons exposées dans les
présentes.

You are required to supply
all indicated herein
Nous vous demandons de
fournir ce qui est précis
dans les présentes.

Return the signed copy forthwith
Préparez de retourner immédiatement
une copie du document signé

The Vendor hereby ac
Le fournisseur reconna

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s.20(1)(c)

Item Article	Description	Supply Arrangement Sollicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats								
		From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% STPS%	GST Total Total TPS	Total	
00010	<p>4. Term of Contract The period of the Contract is from date of award to December 16, 2015 inclusive.</p> <p>REPLACE WITH:</p> <p>4. Term of Contract The period of the Contract is from July 23, 2015 to January 31, 2016 inclusive.</p> <p>DELETE:</p> <p>6.3.2 Schedule of Milestones</p> <p>Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than December 16, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>REPLACE WITH:</p> <p>6.3.2 Schedule of Milestones</p> <p>Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than January 31, 2016. Milestone Amount: \$11,000.00 + HST</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>***END OF AMENDMENT NO: 1***</p> <p>Perf. Meas. & Eval. Strat for FCY Sec. Family, Children and Youth Section Performance Measurement and Evaluation Strategy</p> <p>Financial Codes Codage financier 0130-18044-15-500676-3704 -4010 Amount Montant 22,000.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.23	2016.01.31	19138	[REDACTED]	[REDACTED]	13%	2,860.00	24,860.00	

JUS 9200-11 (07/2006)

Requisition No - Demande
Ord Off - Bur demand. Yr - An Ser. No - N° de série
19138 15 8715

Page 2 of 2

s.19(1)



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From - D

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; domestic taxes are not applicable; for provincial taxes, see the F.O.B. Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadienne et la taxe d'accise pertinents compris. La livraison des produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires sera ajoutée. La TPS sera comprise dans le coût total estimatif. Les prix comprennent la taxe d'amortissement et de conditionnement et sont FAB (y compris toutes les taxes de livraison) aux distinctions indiquées dans les présentes. Les taxes municipales ne s'appliqueront pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'assouplissement.

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux Invitations à soumissionner et aux contrats

From - Dem	Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No. - Demande	Page	
BEAUVAIS-LEFORT, M NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-952-2243 FAX:	Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	19402	Ord. Off - Bur. demand. 19402 Yr. - An. 15 Ser. No - N° de série 8855	1 of 12	
Request for proposal		<input type="checkbox"/> Demande de proposition	Inspection Agency - Chargé de l'inspection		
Contract		<input checked="" type="checkbox"/> Contrat	Consignee at destination unless specified herein.		
Amendment		<input type="checkbox"/> Modification	Destination au point de destination sauf si indiqué ci-dessus.		
Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243					
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box	La numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les communiqués et tous les bordereaux d'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à : ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA	
À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadien et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais de chargement et de conditionnement et sont F.A.B. (comptant tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.		194025855		Amendment No.-No. de la modification Previous Value - Valeur précédente Revised Value - Montant Révisé	
				Inc./Deca. - Aug./Dim.	

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
La "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/789/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/789/ZT sont incorporées dans les présentes.

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dated

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
Contract Contrat
Amendment Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

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1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/789/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/789/ZT sont incorporées dans les présentes.

All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.		Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à: ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA
	1940258855		
	Amendment No.-No. de la modification	Previous Value - Valeur précédente	
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé		

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vel. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/789/ZT</p> <p>1. Security Requirement</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#14</p> <p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,</p>								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as en offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination

Name and address of Vendor - Nom et adresse du fournisseur

n12 Consulting Corp.
346 SOMERSET ST W
OTTAWA ON K2P 0J9
CANADA
Phone: 613-667-5903

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

Signature	Date	Telephone No. - N° de téléphone	Total Estimated Cost Coût global estimatif	For the Minister - Réservé au Ministre
<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. Préparez de retourner immédiatement une copie dûment signée.	\$ 24,238.50	<i>Mars le 2006</i>
Signature				Title - Titre

Vendor No. - No. du Fournisseur Fax No. - No. de Télécopie
133406 866-897-2857



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Programmer / Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2015-07-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of August 7, 2015 to September 30th, 2015.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada</p>								

s.19(1)

Item Article	Description	Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Government of Canada Gouvernement du Canada</p> <p>284 Wellington Street - EMB Room 1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority</p> <p>The Project Authority for the Contract is: Danielle Holden Manager Information Solutions Branch Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-355-2430 E-mail address: danielle.holden@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.3 Contractor's Representative</p> <p>[REDACTED]</p> <p>300-346 Somerset St. West Ottawa ON K2P 0J9 Telephone: 613-667-5903 Email: [REDACTED]@n12.ca</p> <p>7. Payment</p> <p>7.1 Basis of Payment - Limitation of Expenditure</p> <p>The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$21,450.00. Customs duties are included and Applicable Taxes are extra.</p>								



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	<p>7.1.1 Basis of Payment - Professional Fees Resource: [REDACTED] Per Diem rate: [REDACTED] Level of Effort: [REDACTED] days</p> <p>For the purpose of this Contract, one (1) day of effort corresponds to 7.5 hours a day.</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$21,450.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>7.4 Payment by Direct Deposit</p>								



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"> a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent</p>								



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p>7.6 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>8. Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> a. A copy of time sheets to support the time claimed <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. <p>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>9. Certifications - Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply</p>								



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> a. the Articles of Agreement; b. the general conditions (2015-07-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/789/ZT <p>12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals</p> <ol style="list-style-type: none"> 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any 								



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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The</p>								



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux Invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all 								



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Supply Arrangement Solicitation/Contract
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p>								

ANNEX A - STATEMENT OF WORK

1. Title:

Enterprise Data Management and BI Delivery

2. OBJECTIVE

The Business Applications Division within the ISB has a requirement for professional services to provide BI systems analysis and programming to support BI Delivery. We require a Programmer/Analyst Level II resource with experience in developing and implementing business intelligence solutions which ensure effective and efficient use of enterprise data. In addition, we require expertise to support and optimize the existing technical environment, application infrastructure and current, on-going business intelligence services.

3. Scope:

The scope of this contract is to bridge the contract from one vendor to another, ensure coverage on the project through the transition in support of the original SoW whose details are within this document as well as to provide knowledge transfer to the new resource.

This initiative is responsible for applications, technical and business infrastructure for gathering, storing and providing access to subject area and integrated data from core departmental



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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>systems. BI will enable better informed business decisions, improved consistency of management reporting, enhanced performance measurement capability and support to departmental planning requirements by providing application independent, integrated access to corporate data for key user groups. This will enhance self-sufficiency and improve timeliness for data collection and analysis, and information dissemination. The Enterprise Data Management and BI Delivery program are fundamental to promote improved data quality, consistency and accuracy.</p> <p>4. Background The Information Solutions Branch (ISB) of the Department of Justice (JUS) is responsible for the management and implementation of the IM/IT program for the Department. ISB is in the process of implementing an Enterprise Data Management function which is the foundation for delivery of Business Intelligence (BI) services. BI delivery encompasses corporate data warehousing, subject area data marts, tools and support for data analysis and reporting. Requirements are documented in a BI Strategy and Roadmap which also provides strategic guidance to implement the business and technical environments to support the phased delivery of BI services to JUS.</p> <p>5. Technical Environment JUS has a well-established and supported network and application infrastructure based, for the most part, on Microsoft technology and software components.</p> <ul style="list-style-type: none"> - MS Office Suite 2007 and 2013 - Sybase Power Designer Enterprise Studio v.15 - SQL Server 2008 and 2012 - SQL Server 2008 BI tools SAS 9.4 version - MS SharePoint <p>6. Tasks: The contractor shall perform, at minimum, the following tasks:</p> <ul style="list-style-type: none"> - Provide detailed technical and project knowledge transfer to the incoming contracted resource - Continue to support the project in the detailed work below through the period of the contract transition; - Work collaboratively with JUS and contract resources in development of BI specifications resulting from Enterprise Data Management program of work; - Define and analyze business and/or technical requirements for BI delivery; - Propose solutions and develop plans, including estimated level of effort, to carry out the plans; - Design, build and maintain Extract Transfer Load (ETL) processes; - Design, build and maintain Data Warehouse (DW) database, 								



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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>multi-dimensional cubes and BI reports;</p> <ul style="list-style-type: none"> - Explore the structure and contents of a SAS data set and sort a SAS data sets. - Working with existing SAS data sets - Data Manipulation Techniques on SAS data set. - Security and SAS data/reports access permission - SAS 9.4 application troubleshooting when required - Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and system tests; - Support testing and data validation during BI solution development and implementation phases; - Implement system enhancements; - Participate in ongoing technical and application support for the production environment; - Perform full SAS environment data flow and processes documentation - Perform knowledge transfer to JUS employees. <p>7. Deliverables:</p> <p>The contractor shall provide, at minimum, the following deliverables:</p> <ul style="list-style-type: none"> - Knowledge transfer sessions and where applicable support the transition of the development of the following: <ul style="list-style-type: none"> o ETL processes; o DW data models and physical schema o DW database; o Multi-dimensional cubes; o BI pre-defined reports; o Functional and Technical design documentation; o BI solution troubleshooting procedures; <p>8. Reporting Requirements</p> <p>The contractor shall meet with the Technical Authority on a periodic basis and submit a monthly timesheet.</p> <p>Programmer Analyst Level 2</p> <p>Financial Codes Codage financier 0130-12031-15-502278-3720 -4010 Amount Montant 21,450.00</p> <p>=====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.08.07	2015.09.30	19402	[REDACTED]	[REDACTED]	13%	2,788.50	24,238.50

s.19(1)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
From - Ofc	BEROVAIS-LEPFORT, M	Date of solicitation - Date de l'invitation à soumissionner		Requesting Office Code Code d'identification de l'agence	Request No. - Demande Ord. Off.-Sur. dateur, Yr.-An. Ser. No.-N° de série	Page	1	of	2		
NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST. OTTAWA ON K1A 0H6 CANADA PHONE : 613-952-2243 FAX:		Clauses (1) and (2) below will form part of this Arrangement 1 et 2 ci-dessous font partie du document de:		19402	19402 15 8855	Inspection Agency - Chambre de l'inspecteur					
		Request for proposal Offre de proposition	<input type="checkbox"/>	ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H6 CANADA	Destination	Characteristics of destination unit(s) Caractéristiques de la destination unité(s)	Destination point Point de destination				
		Contract	<input type="checkbox"/>								
		Amendment	<input checked="" type="checkbox"/> Modification								
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is deducted from end prices. GST is extra as applicable to this arrangement. GST is included in the total estimated cost. Price includes packing, packaging and one F.O.B. (excluding delivery charges, destination-specific handling fees and applicable provincial taxes are not applicable for provincial taxes, see the Supply Arrangement).</p> <p>A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en deniers canadiens, les deniers étant déductible de la taxe sur les services et marchandises (TPS) ainsi que compris dans les prix. La TPS est déduite dans les prix finaux. La TPS est extra au-dessus des prix finaux. Le prix comprend le conditionnement et la préparation pour la vente et sera FOB (contrairement aux termes de livraison) aux détaillants (inclus dans les présentes). Les taxes provinciales ne sont pas applicables, sauf ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.</p>				Amendments, shipping bills and packing slips must include the number indicated in this box.	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, toutes les communiqués et toutes les bordereaux d'expédition.	Original and two copies are to be sent to: Fournisseurs - Remettre et expédier l'original et deux copies à:					
				194025855		ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H6 CANADA					
				Amendment No. - N° de la modification	Previous Value - Valeur précédente						
				1							
				Initials - Signature	Revised Value - Nouvelle valeur						
<p>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne déléguée pour le remplacer.</p> <p>2. This letter of Consignment is put in SSC Supply Arrangement Series No. E6602T-120061788/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, as hereby incorporated into this document. Les conditions figurant dans l'arrangement en matière d'approvisionnement d'ABC, interveniront entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portent le numéro de série E6602T-120061788/ZT et incorporées dans les présentes.</p>											
Item Article	Description	From - To Y-A-M-D-J Y-A-M-D-J	To - A Y-A-M-D-J	Contract Code Code de convention	No. d'jour N° de jour	Quantity/ Limit Quantité/ limite	GST/ HTPS GST Total/ Total HTPS	GST Total/ Total HTPS	Total		
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. AMENDMENT 001 The purpose of this amendment is to extend the end date of the contract to December 31, 2015. In order to do so:										
Solicitation dates - L'invitatiion à soumissionner prend fin le N°-K. 002004.		The Vendor agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the amendments thereto, the supplies and services listed below and on any other basis at the price(s) set out therein. Responses to a request for proposal by a potential supplier will be constituted as an offer.									
On - Le Name and address of Vendor - Nom et adresse du fournissoir n12 Consulting Corp. 346 SOMERSET ST. N. OTTAWA ON K2P 0J9 CANADA Phone: 613-667-5903		Le Vendeur accepte d'offrir et de vendre et de livrer au Ministre, conformément aux termes et conditions énoncés dans les documents ci-joint, les biens ou services, par les méthodes et à la date et à la place indiquées, au prix indiqué. Les réponses à une demande de proposition prisent en considération la date limite des offres ci-dessous.									
Vendor No. - N° de Fournisseur 133406		Signature Date Oct 11/15 613-667-5903									
Fax No. - N° de Télecopie 866-897-2857		Telephone No. - N° de téléphone Return this signed copy postpaid. Préparez ce document immédiatement et renvoyez-le à l'expéditeur.									
JUS 2200-11 (07/2003)		The Vendor Le Fournisseur present con Signature Date Oct 11/15 Gary P. Davis, Steward									

PAGE 02/02

N12 CONSULTING

10/01/2015 12:27PM 18668972857

S.19(1)
S.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Avail Limit Taxe/Val. limite	GST% %PS	GST Total Total TPS	Total	
DELETE: 5.1 Period of the Contract The Work is to be performed during the period of August 7, 2015 to September 30th, 2015.										
REPLACE BY: 5.1 Period of the Contract The Work is to be performed during the period of August 7, 2015 to December 31, 2015.										
All other terms and conditions remains unchanged.										
***** END OF AMENDMENT 001 *****										
00040	Programmer Analyst Level 2	2015.08.07	2015.12.31	19402			13%	2,788.50	24,238.50	
Financial Codes Codage financier 0130-12031-15-502278-3720 -4010		Amount Montant 21,450.00								
The currency of this P.O. is - La devise de ce bon est : CAD										
Sun 02/01/11 (07/2006)										
						Requisition No. - Demande Ord. OR - Ord. Gestion Sér. - Ser. No. - N° de série 19402 15 6855		Page 2 of 2		

s.19(1)

Government of
Canada Gouvernement du
Canada

From - City:
BEAUVILLE-LEFORT, M.
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include, without Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is not included from this price. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Price excludes packing, handling and any P.C.B. (including all delivery charges/demurrage) specified herein. Municipal taxes are not applicable for provincial tenders, yet the Supply Arrangement

A moins d'indication contraire dans les présentes ou la note de la Commande, tous les prix, tarifs et autres conditions, les droits de douane et taxes et la taxe d'excise sont compris. La taxe de vente et de vente au détail (T.P.S.) n'est pas comprise dans les prix. La T.P.S. applicable sera prélevée et ajoutée à la quote-part provinciale. Les tarifs couramment pratiqués. La T.P.S. applicable sera prélevée et ajoutée à la quote-part provinciale (sauf pour les marchés municipaux). Les taxes municipales ne sont pas applicables. En ce qui concerne les marchés provinciaux, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement/Sollicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats:

Date of solicitation / Date de l'invitation à soumissionner:	Request for proposal / Demande de proposition	Request No. / Numéro de demande:	Page 1 of 11
From - City: BEAUVILLE-LEFORT, M. NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-952-2243 FAX:	Contact: <input checked="" type="checkbox"/> Courriel <input type="checkbox"/> Assistance	Ont. Off. Sur. Date: 19147 Yr. Ann. 15 Inv. No. / Inv. date: 8920	Inspection Agency - Charge de l'inspection:
Clauses (1) and (2) below will form part of RFP (Les clauses 1 et 2 ci-dessous font partie du document de sollicitation)		Comptes et classification taxes specified herein. Descriptions des taxes et classements établis éventuellement	
Request for proposal / Demande de proposition		Direct inquiries to: Administrative documents de la ville de BEAUVILLE-LEFORT, M. 613-952-2243	
Contact: <input checked="" type="checkbox"/> Courriel <input type="checkbox"/> Assistance			
All invoices, shipping bills and packing slips must include the numbers indicated in this box.		Fees: Chaque offre sera accompagnée d'un document intitulé "Factures - Remboursement d'entrepôt" (référant à deux copies A).	
1914758720		HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, ZAHINDA (946-7476) 275 SPARKS ST ROOM 8121 OTTAWA ON K1A 0H8 CANADA	
Arrangement No. / N° de la modification:		Previous Value - Valeur précédente:	
Inv. Date / Date inv.		Revised Value - Montant Révisé	

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and conditions set out in CSC Supply Arrangement Serial No. EG02ZT-120001/405/ZT, between the Vendor and the Crown, as reprinted by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre la fourchette et le Gouvernement, reproduites par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EG02ZT-120001/405/ZT, sont incorporées dans les présentes.

Item / Article	Description	From - City / V.A.M.D.J.	To - A / V.A.M.D.J.	Contracting Code / Code contractataire	No. of Days / N° de jours	Per Unit / Unité	GST Total / Total TPS	GST Item / Item TPS	Total
Clauses du contrat subséquent EG02ZT-120001/405/ZT	I. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC NO. COMMON-PS-SRCL#3								
Bénéficiaires / Contractors et fournisseurs grand total N-A 000000	Le Vendeur offre et promet d'offrir et d'appliquer à la Ministre, upon the terms and conditions set out herein, including the attachments thereto, les marchés suivants: Le Vendeur offre et promet d'offrir et d'appliquer à la Ministre, sur les termes et conditions énumérées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deniers, énumérés dans les présentes et dans toutes autres que présentes, suivant les prix indiqués. Les réponses à une demande de proposition présentées par un fournisseur devraient être considérées comme des offres de vente.								

On - to	Basis policy of manufacture, supply or service to be performed. Indiquer la base de fabrication ou d'approvisionnement des biens, ou lorsque la livraison de ces biens sera rendue.	
Nom et adresse du Vendeur / Nom et adresse du fournisseur:	P.O.B.: Poste / Poste FAO Pursuant to Section 32(1) of the Financial Administration Act, this document is subject to audit. En vertu de l'article 32(1) de la loi sur la gestion des fonds publics, ce document peut faire l'objet d'une vérification.	

Phone: 613-234-5686	Telephone No. / N° de Téléphone: 613-234-5686	For the Minister / Pour le Ministre
Vendor/je - Name/Firma/je 109250	Fax No. / No. de Télécopie 819-776-3787	Total Estimated Price / Coût global estimé \$ 22,571.75 Signature / Signature LBA/Labrette

Comments / Commentaires	Return the signed copy for which you have requested Return the signed copy for which you have requested Return the signed copy for which you have requested
Conditionnal upon the date of proposals	



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- | | | |
|----------------------|-------------------------------------|------------------------|
| Request for proposal | <input type="checkbox"/> | Demande de proposition |
| Contract | <input checked="" type="checkbox"/> | Contrat |
| Amendment | <input type="checkbox"/> | Modification |

Accounting Office Code
Code du bureau comptable
19147

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19147 15 8720

Page 1 of 11

Inspection Agency - Chargé de l'inspection

Destination
HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Consignee at
destination unless
specified herein.
Destinataire au point
de destination sauf
si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
BEAUVAIS-LEFORT, M
613-952-2243

All invoices, shipping bills
and packing slips must
include the number
indicated in this box

Le numéro figurant dans cette case
doit être indiqué dans toutes les factures,
tous les connaissances et tous les
bordereaux d'accompagnement.

1914758720

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/405/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/405/ZT sont incorporées dans les présentes.

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	<p>Clauses du contrat subséquent E60ZT-120001/405/ZT</p> <p>1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#3</p> <p>1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de</p>								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

NCR ASSOCIATES
LES ASSOCIÉ(E)S DE LA RCN
605-130 RUE ALBERT
OTTAWA ON K1P 5G4
CANADA

Phone: 613-234-5686

Vendor No.- No du Fournisseur

109250

Fax No.- No. de Télécopie

819-776-3787

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB

Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds
sont disponibles

1914758720 on 12/25/08/12
Signature Date

Total Estimated Cost
Coût global estimatif

\$ 22,571.75

For the Minister
Réservé au Ministre

Name and title of person authorized to sign on behalf of Vendor (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X

Signature

Date

Telephone No. - N° de téléphone

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Préparez de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre



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	<p>vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).</p> <p>1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.</p> <p>1.3 Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.</p> <p>1.4 L'entrepreneur ou l'offrant doit respecter les dispositions :</p> <ul style="list-style-type: none"> a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; b. du Manuel de la sécurité industrielle (dernière édition). <p>2. Énoncé des travaux</p> <p>L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".</p> <p>3. Clauses et conditions uniformisées</p> <p>Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.</p> <p>4. Conditions générales</p> <p>Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.</p> <p>5. Durée du contrat</p> <p>5.1 Période du contrat</p> <p>Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016.</p> <p>6. Responsables</p> <p>6.1 Autorité contractante</p> <p>L'autorité contractante pour le contrat est::</p> <p>Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) K1A 0H8 Téléphone: 613-952-2243</p>								



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	<p>Courriel: melanie.beauvais-lefort@justice.gc.ca</p> <p>L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.</p> <p>6.2 Chargé de projet</p> <p>Le chargé de projet pour le contrat est :</p> <p>Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca</p> <p>Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.</p> <p>6.3 Représentant de l'entrepreneur</p> <p>[REDACTED]</p> <p>NCR Associates 130, rue Albert Ottawa Ontario K1P 5G4 Téléphone : 613 - 234-5686 Courriel : ncr.rcn@qc.aira.com</p> <p>En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.</p> <p>7. Paiement</p>								



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s.19(1)
s.20(1)(c)

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	<p>7.1 Base de paiement - limitation des dépenses (2013-04-25) C0206C</p> <p>L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>7.1.1 Base de paiement - frais professionnels</p> <p>Ressources: [REDACTED] Taux horaire : [REDACTED] Heure maximum à effectuer : [REDACTED] heures</p> <p>7.2 Limitation des dépenses</p> <p>1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :</p> <ul style="list-style-type: none"> a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. <p>3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.</p> <p>7.3 Modalités de paiement</p> <p>7.3.1 Paiement mensuel Le Canada paiera l'entrepreneur chaque mois pour les travaux</p>								



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	<p>complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :</p> <ul style="list-style-type: none"> a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat; b. tous ces documents ont été vérifiés par le Canada; c. les travaux livrés ont été acceptés par le Canada. <p>7.4. Instructions relatives à la facturation</p> <p>Les factures doivent être distribuées comme suit :</p> <p>a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :</p> <p>Carole Rice Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone : 613-293-2749 Courriel : carice@justice.gc.ca</p> <p>7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :</p> <p>a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document</p> <p>b) Description du travail pour la période de paiement</p> <p>7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement</p> <p>(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.</p> <p>(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.</p> <p>8. Attestations - Conformité</p> <p>Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la</p>								



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	<p>part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.</p> <p>9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.</p> <p>11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.</p> <ul style="list-style-type: none"> a. les articles de la convention; b. les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) c. Annexe A, Énoncé des travaux; d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/405/ZT f. la soumission de l'entrepreneur <p>10 Fondement du titre du Canada sur les droits de propriété intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartient au Canada, pour les motifs suivants : - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.</p> <p>11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.</p> <p>12. Remplacement d'individus spécifiques</p>								
JUS 9200-11 (07/2006)									

Requisition No. - Demande	Ord. Off - Bur. demand. 19147	Yr. - An. 15	Ser. No - N° de série 8720
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	<p>1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.</p> <p>2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :</p> <ul style="list-style-type: none"> (a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et (b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu. <p>L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat</p> <p>13. Droit de propriété</p> <p>1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.</p> <p>2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.</p> <p>3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.</p> <p>4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les actes de transfert s'y rapportant et les autres documents</p>								



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	<p>nécessaires pour parfaire le titre qu'exige le Canada.</p> <p>14. Responsabilité</p> <p>L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.</p> <p>15. Atteinte aux droits de propriété intellectuelle et redevances.</p> <p>1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.</p> <p>2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.</p> <p>3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :</p> <ul style="list-style-type: none"> (a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou (b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat) 								



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	<p>ou dans les spécifications du fabricant); ou</p> <p>(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou</p> <p>(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.</p> <p>4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :</p> <p>(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou</p> <p>(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou</p> <p>(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.</p> <p>Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en œuvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.</p> <p>ANNEXE A - ÉNONCÉ DES TRAVAUX (EDT)</p> <p>1. TITRE Dotation des postes de direction et Services d'évaluation du leadership</p> <p>2. OBJECTIFS Effectuer une évaluation du leadership et fournir des services de</p>								



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	<p>dotation pour plusieurs postes de direction clés au sein de la Direction générale des ressources humaines</p> <p>3. ÉNONCÉ CONTEXTUEL À la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes clés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes soient dotés rapidement et, par conséquent, les services d'un consultant externe sont requis pour effectuer ce travail en collaboration avec le DG de la Direction générale des ressources humaines.</p> <p>4. PORTÉE</p> <ul style="list-style-type: none"> A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins. B) Communiquer avec les personnes identifiées pour vérifier leur intérêt et leur disponibilité. C) Elaborer une liste finale de candidats. D) Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation. E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (LEFP) et au Règlement sur l'emploi dans la fonction publique (REFP). <p>5. TÂCHES / SERVICES DÉTAILLÉS</p> <ul style="list-style-type: none"> A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates potentiels, au besoin D) L'élaboration d'un questionnaire afin d'obtenir des références de candidats et/ou candidates avant la nomination E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations. <p>6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION</p> <p>Tous les services seront offerts dans la RCN. Le consultant sera</p>								

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	<p>chargé de chaque processus individuel, et des échéances pour chacun d'eux seront fixées avec le DG de la Direction générale des ressources humaines.</p> <p>L'entrepreneur fournira ce qui suit au DG :</p> <ul style="list-style-type: none"> - une liste finale des candidats potentiels qui satisfont à l'ensemble des critères/compétences convenus découlant des consultations menées auprès des autres ministères, des examens des bassins existants, etc.; - un modèle d'outil d'évaluation qui satisfait aux exigences des nouvelles compétences clés en leadership; - un questionnaire de référence provisoire, aux fins d'approbation; - des questionnaires de référence remplis en fonction des résultats des contacts pris avec les références fournies par les candidats; - du soutien pour le processus d'entrevue; - la documentation requise à l'appui des décisions de dotation prises pour le dossier de nomination. <p>ANNEXE B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)</p>														
00010	<p>Prise de références</p> <table> <tr> <td>Financial Codes</td> <td>Amount</td> </tr> <tr> <td>Codage financier</td> <td>Montant</td> </tr> <tr> <td>0130-19051-15--3750 -4060</td> <td>19,975.00</td> </tr> </table> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Financial Codes	Amount	Codage financier	Montant	0130-19051-15--3750 -4060	19,975.00	2015.08.21	2016.03.31	19147			13%	2,596.75	22,571.75
Financial Codes	Amount														
Codage financier	Montant														
0130-19051-15--3750 -4060	19,975.00														

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From - De
COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-301-9709
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra on applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and air F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront: en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/150/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/150/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val/ Limit Tarif/Val. limite	GST% %TPS	GST Total Total TPS	Total	
										Inc./Docs. - Aug./Dim.
CONTRACT DOCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/150/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled "Organizational Development Consultant- level 3" dated August 14, 2015. 3) The Annexes of the Contract.										
Solicitation closes - L'invitation à soumissionner prend fin le At - À 09:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein, and on any attached sheets or the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								Site point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute envoi aux précédentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.								P.O. B. Point - Point FAB Destination
Name and address of Vendor - Nom et adresse du fournisseur ALTIS HR 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA Phone: 613-230-5393		Date 8/31/2015 Telephone No. - N° de téléphone 613-230-5393								Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR# 1000018963 Signature Total Estimated Cost Coût global estimatif \$ 24,636.83
Vendor No - No du Fournisseur 123940		Fax No. - N° de Télécopie 613-230-1623		Your offer is accepted to the extent set forth herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		<input checked="" type="checkbox"/> Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.		



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	<p>CONTRACT CLAUSES</p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).</p> <p>The following clauses and conditions apply to and form part of the present contract:</p> <p>1 Security Requirements</p> <p>The following security requirements (SRCL and related clauses) apply and form part of the Contract.</p> <p>1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2</p> <p>1.The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2.The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3.Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4.The Contractor/Offeror must comply with the provisions of the:</p> <p>a.Security Requirements Check List, attached at Annex A; b.Industrial Security Manual (Latest Edition).</p> <p>2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of one (1) Organizational Development Consultant- level 3 for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number,</p>								

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	<p>date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period of Contract award to September 28, 2015.</p> <p>5 Authorities</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is:</p> <p>Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca</p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Project Authority</p> <p>The Project Authority for the Contract is:</p> <p>Contact Name: Claire Farid Telephone: (613) 946-3477 E-mail address: claire.farid@justice.gc.ca</p>								

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	<p>Department Name and Address: Justice Canada 360 Albert Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>5.3 Contractor's Representative</p> <p>The Contractor's Representative for the Contract is:</p> <p>Contact Name: [REDACTED] Telephone: (613) 230-5350 E-mail address: [REDACTED]@altisprofessional.com</p> <p>Organisation Name and Address: Altis Professional Recrutement 102 Bank Street, 4th floor Ottawa, Ontario K1P 5N4 Canada</p> <p>6 Payment</p> <p>6.1 Basis of Payment- Firm Unit Price</p> <p>In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.2 Basis of Payment- Professional Fees</p> <p>Resource 1: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p>								

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	<p>Resource 2: [REDACTED] Per Diem Rate. Level of Effort: up to a maximum of [REDACTED] days.</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p>6.3 Authorized Travel and Living Expenses</p> <p>Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.4 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$ 21,802.50. Customs duties are include and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none">a. when it is 75 percent committed, orb. four (4) months before the contract expiry date, orc. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7 Method of Payment</p> <p>7.1 Terms of Payment-Single Payment</p>									

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	<p>Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a.an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b.all such documents have been verified by Canada; c.the Work delivered has been accepted by Canada. <p>7.2 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>8 Accounts and Audit</p> <ol style="list-style-type: none"> 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual 								

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	<p>performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>10 Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <p>a. A copy of time sheets to support the time claimed</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</p> <p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents</p>								

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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /TVA. Limit Taux/Vat. Limite	GST % %TPS	GST Total Total TPS	Total
	<p>are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Security Requirements Check List; (e) Supply Arrangement Number E602T-120001/150/ZT ; and (f) the Contractor's bid dated August 14, 2015.</p> <p>15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série
19278 15 8963

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Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Vat. limité	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>17 Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.</p> <p>Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement.</p>								

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	CST Total Total TPS	Total
	<p>Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>18 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately.</p> <p>If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim.</p> <p>In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract 								

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	Ser. No. - N° de série
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Canada

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Canada

Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Nat. Limit Taux/Val. limitée	GST% %TPS	GST Total Total TPS	Total
	<p>with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>LIST OF ANNEXES (See documents attached)</p> <ol style="list-style-type: none"> 1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- SECURITY REQUIREMENTS CHECK LIST 3) ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM 								
00010	<p>Organizational Structure/Classification</p> <p>Financial Codes Codage financier 0130-74000-15--3750 -1100</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.29	2015.09.27	19278	[REDACTED]	[REDACTED]	13%	2,834.33	24,636.83

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Ord. Off. - Bux. demand. Yr. - An. Ser. No. - N° de série
19278 15 8963

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Government of
CanadaGouvernement du
Canada

From : Dd
COONETU, TRAJAN
 NATIONAL CAPITAL REGION
 RÉGION DE CAPITALE NATIONALE
 284 WELLINGTON ST
 OTTAWA ON K1A 0H8
 CANADA
 PHONE: 613-301-9709
 FAX:

Date of solicitation - Date de l'invitation à soumissionner
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Description		Procurement Office Code Code du Bureau/région	Regulation No. - Demande Ord. Off. - Bureau demandé Yr. An Ser. No. - N° de série	Page 1 of 2
Claims (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document ci-dessous:		19278	19270 15 8963	Inspection Agency - Charge de l'inspection
Request for proposal	<input type="checkbox"/> Demande de proposition	Destination		Consignee et destination unless specified herein. Si rien n'est spécifié, la destination est celle mentionnée ci-dessous.
Contract	<input type="checkbox"/> Contrat	YOUTH JUSTICE & S I DEPARTMENT OF JUSTICE CANADA ATT: NATHALIE LEGAULT 613-954-3431 1462 360 ALBERT ST 14TH FLOOR OTTAWA ON K1A 0H8 CANADA		Direct inquiries to Adresser toutes questions au para. 4: COONETU, TRAJAN 613-301-9709
Amendments	<input checked="" type="checkbox"/> Modification			
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is not to be applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. destination including all delivery charges. All taxes and duties are the responsibility of the customer. Taxes apply to the unit price, not the quantity ordered. All delivery charges are included in the total estimated cost. Taxes apply to the unit price, not the quantity ordered.		Invoices - Invoices and two copies are to be sent to: Factures - Remettre deux exemplaires de deux copies à :		
		YOUTH JUSTICE & S I DEPARTMENT OF JUSTICE CANADA ATT: NATHALIE LEGAULT 613-954-3431 1462 360 ALBERT ST 14TH FLOOR OTTAWA ON K1A 0H8 CANADA		
All proposed shipping bills or bills of exchange must include the number indicated in this box		1927858963		
Attachments No. et/ou les modifications		1	Previous Value - Valeur précédente	
Inc. Dates - Aug 15th.			Permitted Value - Montant permis	

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
 Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour y remplacer.
 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/150/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
 Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, énoncées entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/150/ZT sont incorporées dans les présentes.

Item Article	Description	From - Du Y/M/D/J	To - À Y/M/D/J	Commodity Code Code consignataire	No. of Days N° de jours	Fees And Liabilities Taxes et responsabilités	GST% NTPS	GST Total Total TPS	Total
	The following line items shown in bold are now or changed. Les articles en caractères gras sont les articles modifiés. Amendment 001 This amendment is raised in order to extend the period of contract until December 31, 2015 without increase the value of Contract. In order to do so,								

Solicitation status - L'invitation à soumissionner prend fin le AU - A 05/00/00		The Vendor agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto. The supplies and/or services shall be furnished and/or supplied and/or delivered in the manner(s) set out below. Responses to a request for proposal by a potential supplier will be considered at an offer to sell.		Basis pour la manufacture/bénéfice du produit ou service rendu est à être performé, traduire le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le		Le fournisseur offre et connaît de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés ci-dessous dans les présentes en date sous signature des présentes, accusés et pris individuellement. Les réponses à une demande de proposition présentée par un fournisseur potentiel seront considérées au niveau de l'offre à vendre.		F.O.O. Point - Point FOB Pursuant to Section 32(1) of the Financial Administration Act, funds are available for the financial year ending March 31st of the year on the following dates indicated on the date deposited 7/14/2010 88963 ex. 9/15/10 Last Estimated Date Date d'estimation finale \$ 24,636.83 For the amount indicated above 9/15/10	
Name and address of Vendor - Nom et adresse du fournisseur ALTIS HR 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA Phone: 613-230-5393		<input checked="" type="checkbox"/> Your offer is accepted to the terms and conditions (Votre offre est acceptée aux conditions exposées dans les présentes)		<input type="checkbox"/> You are requested to supply as indicated herein (Vous êtes demandé de fournir ce qui est précisé dans les présentes)	
Vendor No. / No du Fournisseur		<input type="checkbox"/> Return the signed copy herewith Please note: you are responsible for returning the signed copy to the vendor at the address given above.		<input checked="" type="checkbox"/> Return the signed copy herewith Please note: you are responsible for returning the signed copy to the vendor at the address given above.	
Fax No. / No de Téléphone					
123940					
JUS 9200-11 (07/2006)					

s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - De Y-A.M-D-J	To - À Y-A.M-D-J	Contract Code Code contractuel	No. of Days N° de jours	Fees/Mat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	<p>DELETE:</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period of Contract award to September 28, 2015.</p> <p>REPLACE WITH:</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period from August 31, 2015 to December 31, 2015.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>									
00010	<p>Organizational Structure/Classification</p> <p>Financial Codes Codage financier</p> <p>0130-74000-15--3750 -1100</p> <p>Amount Montant</p> <p>21,802.50</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.08.31	2015.12.31	19278			13%	2,834.33	24,636.83	
JUS 8200-11 (07/2006)				Registration No. - (Demande Ord. Off - Bur. denem. Yr. - Ann. Ser. No. N° de série				Page 2 of 2		
				19278 13 6963						

s.19(1)

 Government of
Canada Gouvernement du
Canada

Français
BEAUVRAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H6
CANADA
PHONE: 613-952-2243
FAX:

Supply Arrangement Specification/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of submission - Date de remise et déclenchement		Arrangement Ref. No. - Référence Code de bonification contractuelle	Ref. No. - Réf. de la demande	Yr. - Ann.	Ref. No. - Réf. de la vente	Page	1	2	10
Clauses 1) et 2) exigent être jointes à cette partie du document ci-dessous. Les clauses 1) et 2) sont incluses dans toutes les invitations à soumissionner.		19147	19147	15	\$725				
Request for proposal [] Demande de proposition Contract [X] Contrat Amendment [] Modification		HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, EMILIE (946-7476) 275 SPARCS ST ROOM 8121 OTTAWA ON K1A 0H6 CANADA				Description - Description des invités Demandeur et demandeur supplémentaire Demandeur et demandeur supplémentaire Demandeur et demandeur supplémentaire			
		As stipulated above, the following terms and conditions shall apply to the arrangement described in this document: 1914758725		Le tableau suivant décrit les termes et conditions qui doivent être appliqués à l'arrangement décrit dans le document ci-dessus. 1914758725		HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, EMILIE (946-7476) 275 SPARCS ST ROOM 8121 OTTAWA ON K1A 0H6 CANADA			
		Arrangement Ref. No. de la réception		Product Name / Nom du produit					
		Signature - Signature		Purchase Value - Valeur d'achat					

These arrangements, indicated hereinafter, are in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from this price. GST is added to the price by the vendor to the total purchase cost. Payment includes packing, handling and tax (GST, provincial and territory charged by the vendor), shipping where the cost is applicable, for payment terms, see the Supply Arrangement.

À moins d'autorisation contraire dans les présentes ou de la part de la Commandante, tous les prix seront en dollars canadiens, less taxes et taxes équivalentes. Telle que ci-dessous, la TVQ est exclue de ce prix. Le GST sera ajouté au prix total pour tout acheteur. Les frais supplémentaires tels que l'emballage et la livraison sont pris en compte. Le prix comprend tous les frais de transport pour les marchandises indiquées dans les présentes. Les taxes et taxes équivalentes ne sont pas incluses. Voir ce document pour les termes généralement applicables.

- The "Vendor" means the Minister of Justice, Canada and any other person authorized to act on the Minister's behalf.
Le "Vendeur" désigne le Ministre de la Justice, Canada et toute autre personne autorisée pour le représenter.
- The terms and conditions set out in the Supply Arrangement Serial No. E502T-120001/841/ZT are given by Vendor and the Client, as represented by the Minister of Public Works and Government Services Canada, one having incorporated into this document:
Les termes et conditions figurant dans l'Arrangement en matière d'approvisionnement d'ABC, fourni entre le fournisseur et le Commandant en Chef, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E502T-120001/841/ZT sont incorporés dans les présentes.

Ram. Réf.	Description	Prix - Br. Prix unit.	Yr. - A. T.A.M.D.J.	Conditionnalité Code conditionnalité	Nr. offres N° de devis	Prix Min. C.G. Taux Min. Unité	GST% GST%	GST Total Total GST	Total
	Clauses du contrat subséquent E502T-120001/841/ZT								
	1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC NO COMMON-P8-SACL#2								
	1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								
Autres notes - Conditions d'approvisionnement partielle N/A 000000	Le Vendeur accepte d'expédier la facture finale à l'acheteur, lorsque les termes et conditions qui suivent sont respectés, dans les documents contractuels, mais sans préjudice des autres termes et conditions qui peuvent être contractuels. Ainsi, lorsque le Vendeur a été mandaté par le acheteur pour la fourniture d'un service ou d'un produit, il devra respecter les termes et conditions qui sont contractuels.								
On le dit le	Le fournisseur offre, en conformité avec les normes, aux conditions énoncées dans les présentes et dans les documents relatifs, les clés et documents, ou les informations nécessaires pour l'exploitation et l'utilisation de l'équipement fourni par le Vendeur. Le fournisseur accepte de fournir ces documents et informations dans la mesure où elles sont nécessaires pour l'exploitation et l'utilisation de l'équipement fourni par le Vendeur.								
Notes and references of Vendor - Notes et références du fournisseur	Notes and terms of payment contractuels ou autres en forme de contrat (y compris les termes et conditions de paiement et de paiement anticipé) et de tout autre document ou document de référence.								
EXCELLENCE RHR CONSULTATION INC. 50 RUE DES MONTGRIS GATINEAU QC J9J 1G2 CANADA Phone: 819-776-7946	Signature	Date	Telephone No. - N° de téléphone			21,656.00			
Vendor Ref. - Réf. du fournisseur	<input type="checkbox"/> Your offer is accepted by the above contractor/maison Votre offre est acceptée par le contracteur indiqué ci-dessous	<input type="checkbox"/> You are requested to supply the required services. Nous vous demandons de livrer les services requis.	<input type="checkbox"/> Please fax original copy to Vendor or return faxed copy with copy signed/sigillé.						
142633	819-776-3978								

21 Sept 2013
H. L. Smith



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- | | | |
|----------------------|-------------------------------------|------------------------|
| Request for proposal | <input type="checkbox"/> | Demande de proposition |
| Contract | <input checked="" type="checkbox"/> | Contrat |
| Amendment | <input type="checkbox"/> | Modification |

Accounting Office Code
Code du bureau comptable
19147

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19147 15 8725

Page 1 of 10

Destination

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at
destination unless
specified herein. Destinataire au point
de destination sauf
si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rense. à:
BEAUVAIS-LEFORT, M
613-952-2243

All invoices, shipping bills
and packing slips must
include the number
indicated in this box

Le numéro figurant dans cette case
doit être indiqué dans toutes les factures,
tous les connaissances et tous les
bordereaux d'accompagnement.

1914758725

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/841/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/841/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Clauses du contrat subséquent E60ZT-120001/841/ZT</p> <p>1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#2</p> <p>1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de</p>								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

F.O.B. Point - Point FAB Destination

Name and address of Vendor - Nom et adresse du fournisseur

EXCELLENCE RHR CONSULTATION INC.
50 RUE DES MONTAGNAIS
GATINEAU QC J9J 1G2
CANADA

Phone: 819-778-7946

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds
sont disponibles

191000 19728 on 17/11/15
Signature Date
Total Estimated Cost
Coût global estimatif
\$ 21,696.00

For the Minister Réponse du Ministre

Vendor No. - No. du Fournisseur
142633
Fax No. - No. de Télécopie
819-778-3978
JUS 9200-11 (07/2006)

Your offer is accepted to the
extent specified herein.
Votre offre est acceptée aux
conditions exposées dans les
présentes.

You are requested to supply
as indicated herein.
Nous vous demandons de
fournir ce qui est précisé
dans les présentes.

Return the signed copy forthwith.
Préparez de retourner immédiatement
une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

000163



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	<p>vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).</p> <p>1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.</p> <p>1.3 Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.</p> <p>1.4 L'entrepreneur ou l'offrant doit respecter les dispositions :</p> <ul style="list-style-type: none">a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;b. du Manuel de la sécurité industrielle (dernière édition). <p>2. Énoncé des travaux</p> <p>L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".</p> <p>3. Clauses et conditions uniformisées</p> <p>Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.</p> <p>4. Conditions générales</p> <p>Les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.</p> <p>5. Durée du contrat</p> <p>5.1 Période du contrat</p> <p>Les travaux doivent être réalisés durant la période du 4 septembre 2015 au 31 mars 2016.</p> <p>6. Responsables</p> <p>6.1 Autorité contractante</p> <p>L'autorité contractante pour le contrat est :</p> <p>Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington</p>								

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	<p>Ottawa (Ontario) K1A 0H8 Téléphone: 613-952-2243 Courriel: melanie.beauvais-lefort@justice.gc.ca L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.</p> <p>6.2 Chargé de projet</p> <p>Le chargé de projet pour le contrat est :</p> <p>Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca</p> <p>Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.</p> <p>6.3 Représentant de l'entrepreneur</p> <p>[REDACTED]</p> <p>Excellence RHR Consultations Inc. 50, rue des Montagnais Gatineau (Québec) J9J 1G2 Téléphone : 819-778-7946 Courriel : [REDACTED]@videotron.ca</p> <p>En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.</p> <p>7. Paiement</p>								



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	<p>7.1 Base de paiement - limitation des dépenses (2011-05-16) C0206C</p> <p>L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>7.1.1 Base de paiement - frais professionnels</p> <p>Ressource: [REDACTED] Taux horaire : [REDACTED] Heure maximum à effectuer : [REDACTED] heures</p> <p>7.2 Limitation des dépenses</p> <p>1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :</p> <ul style="list-style-type: none"> a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. <p>3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.</p> <p>7.3 Modalités de paiement</p> <p>7.3.1 Paiement mensuel</p> <p>Le Canada paiera l'entrepreneur chaque mois pour les travaux complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :</p>								



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	<p>a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat;</p> <p>b. tous ces documents ont été vérifiés par le Canada;</p> <p>c. les travaux livrés ont été acceptés par le Canada.</p> <p>7.4. Instructions relatives à la facturation</p> <p>Les factures doivent être distribuées comme suit :</p> <p>a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :</p> <p>Carole Rice Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone : 613-293-2749 Courriel : carice@justice.gc.ca</p> <p>7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :</p> <p>a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document</p> <p>b) Description du travail pour la période de paiement</p> <p>7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement</p> <p>(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.</p> <p>(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.</p> <p>8. Attestations - Conformité</p> <p>Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et</p>								



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	<p>pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.</p> <p>9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.</p> <p>11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.</p> <ul style="list-style-type: none"> a. les articles de la convention; b. les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne) c. Annexe A, Énoncé des travaux; d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/841/ZT f. la soumission de l'entrepreneur en date du 4 septembre 2015 <p>10. Fondement du titre du Canada sur les droits de propriété intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartient au Canada, pour les motifs suivants : - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.</p> <p>11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.</p>								



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	<p>12. Remplacement d'individus spécifiques</p> <p>1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.</p> <p>2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :</p> <p>(a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et</p> <p>(b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.</p> <p>L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat</p> <p>13. Droit de propriété</p> <p>1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.</p> <p>2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.</p> <p>3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.</p> <p>4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les</p>								
JUS 9200-11 (07/2006)									

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19147	15	8725



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	<p>actes de transfert s'y rapportant et les autres documents nécessaires pour parfaire le titre qu'exige le Canada.</p> <p>14. Responsabilité</p> <p>L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.</p> <p>15. Atteinte aux droits de propriété intellectuelle et redevances.</p> <p>1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.</p> <p>2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.</p> <p>3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :</p> <p>(a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou</p> <p>(b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat ou dans les spécifications du fabricant); ou</p>								



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	<p>(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou</p> <p>(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.</p> <p>4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :</p> <p>(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreintes; ou</p> <p>(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou</p> <p>(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.</p> <p>Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en œuvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreintes(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.</p> <p>ANNEX A - ÉNONCÉ DES TRAVAUX (EDT)</p> <p>1. INTRODUCTION La direction générale des ressources humaines de Justice Canada requiert les services d'un consultant chevronné dans le domaine de la gestion des ressources humaines stratégiques et opérationnelles pour fournir d'avis et conseils pour le directeur général et son équipe de gestion.</p> <p>2. MANDAT ET EXIGENCES</p>								

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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total				
00010	<p>La direction générale des ressources humaines offre des services stratégiques et opérationnels au sous-ministre de Justice Canada et aux membres du comité exécutif du ministère pour l'ensemble des opérations ministérielles.</p> <p>2.1. EXIGENCES Le DG RH a un besoin immédiat d'un consultant chevronné bilingue ayant des compétences qui combinent une connaissance et expérience approfondie de la gestion des ressources humaines.</p> <p>Le consultant assistera le DG RH et son équipe de gestion pour fournir des avis et conseils dans la résolution de dossiers stratégiques et opérationnels, dans l'établissement d'une culture organisationnelle axée sur le service et l'amélioration de la performance organisationnelle afin d'atteindre les résultats de la direction générale des ressources humaines afin de desservir à la fois le quartier général et les bureaux régionaux d'une façon cohérente et offrant des services de même qualité pour l'ensemble des clients.</p> <p>3. CONTENU DU TRAVAIL Le travail aura pour objet:</p> <ol style="list-style-type: none"> 1. La prestation d'avis et conseils stratégiques et opérationnels en matière de gestion des ressources humaines. 2. La prestation d'avis et conseils en matière de gestion de la direction générale des ressources humaines. 3. La prestation d'avis et conseils ainsi que la facilitation de retraite ou comité de gestion. <p>4. LIEU DE TRAVAIL Le travail se fera principalement à Ottawa, Ontario.</p> <p>5. LANGUE DE TRAVAIL Le consultant devra fournir les services dans les deux langues officielles auprès du DG RH et de son équipe de gestion. Les documents pourront être fournis soit en français et/ ou en anglais.</p> <p>ANNEX B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)</p> <p>Strategic HR Management</p> <table> <thead> <tr> <th>Financial Codes Codage financier</th> <th>Amount Montant</th> </tr> </thead> <tbody> <tr> <td>0130-19051-15--3750 -4060</td> <td>19,200.00</td> </tr> </tbody> </table> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Financial Codes Codage financier	Amount Montant	0130-19051-15--3750 -4060	19,200.00	2015.09.04	2016.03.31	19147			13%	2,496.00	21,696.00
Financial Codes Codage financier	Amount Montant												
0130-19051-15--3750 -4060	19,200.00												

JUS 9200-11 (07/2006)

Requisition No. - Demande Ord. Off - Bur. demand. 19147	Yr. - An. 15	Ser. No - N° de série 8725
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Page 10 of 10

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From - Dad
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. Tax on the Supply of Services ("GST") is excluded from unit prices. GST is taken as applicable to the unit cost of the service in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery costs) destination. A specified amount, if any, is not applicable for provincial taxes, or for the Supply Arrangements.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et les taxes d'accise perçus par la Couronne. La taxe sur les produits et denrées (TPS) ne sera pas comprise dans les prix indiqués. La TPS sera ajoutée au prix indiqué et est en sus. La TPS est comprise dans le total total estimatif. Les prix comprennent les frais d'emballage et de conditionnement. Si sont FOB (y compris tous les frais de livraison), aux conditions indiquées dans les Antécédents. Les taxes municipales ne s'appliqueront pas. En ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of submission - Date de l'envoi à soumissionner		Accounting Office Code Code du bureau comptable 19399	Requisition No. - Demande Ord. Off. - Bur. demandé 19399 Yr. - Ann. 15 Ser. No. - N° de série 9386			Page 1 of 00 11		
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination					Inspection Agency - Chargé de l'inspection	
Request for proposal	<input type="checkbox"/> Demande de proposition	CORPORATE PLANNING, REPORTING & RIS DEPARTMENT OF JUSTICE CANADA ATT: RACHELLE MATTE (613-952-3858) 284 WELLINGTON STREET OTTAWA ON K1A 0H8 CANADA					Consignee of destination unless specified herein.	
Contract	<input checked="" type="checkbox"/> Contract						Designation au point de destination si non spécifiée ci-dessus.	
Amendment	<input type="checkbox"/> Modification							
a applicable Canadian customs tariffs as applicable to the bill (including all delivery charges) apply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box		Le numéro figurera dans cette case dès lors qu'il sera dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.			Invoices - Original and two copies are to be sent to: Features - Remplir ou envoyer l'original de deux copies à : CORPORATE PLANNING, REPORTING & RIS DEPARTMENT OF JUSTICE CANADA ATT: RACHELLE MATTE (613-952-3858) 284 WELLINGTON STREET OTTAWA ON K1A 0H8 CANADA	
Invoicing canadienne, les droits (PS) n'est pas compris dans le prix estimatif. Les prix comprendront des factures indiquées dans les termes de l'Arrangement en matière		1939959386		Attention No. No. de la modification			Previous Value - Valeur précédente	
							Inc./Decs. - Aug./Dim	Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in CSC Supply Arrangement Serial No. E60ZT-120001/332/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenant entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/332/ZT sont incorporées dans les présentes.

Supplier Information - L'invitation à soumissionner prend fin le 00:00:00										
Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Tarif/Valeur limite	GST % %TPS	GST Total Total TPS	Total	
	<p>Resulting Contract Clauses E60ZT-120001/332/ZT</p> <p>1. Security Requirement</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,</p>									
	<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out herefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les services énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</p>					<p>State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.</p>				
	<p>On - La</p> <p>Name and address of Vendor - Nom et adresse du Fournisseur CACHE CONSULTING CORPO. 1502-275 SLATER ST OTTAWA ON K1P 5H9 CANADA Phone: 613-563-2579</p>	<p>Name and title of person authorized to sign on behalf of Vendor (Type or print) Name X</p>	<p>Nov.3, 2015 Date</p>	<p>Telephone No. - N° de Téléphone 613-563-2579</p>	<p>F.O.B. Point - Point FAB Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.</p>	<p>Destination For the Minister - Renseignez au Ministre PH100001926 on file Signature Date</p>				
	<p>Vendor No. - N° du Fournisseur 113814</p>	<p>Fax No. - N° de Télécopie 613-563-2579</p>	<p>I attest to the originality of this copy and that it is a true copy of the document contained in the original.</p>	<p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.</p>	<p>Return the signed copy forthwith. Préparez de retourner immédiatement une copie dématérialisée signée.</p>	<p>To Le X</p>	<p>Total Estimated Cost Global budget estimate \$ 24,992.78</p>	<p>For the Minister - Renseignez au Ministre Véronique Brouard, bfb Signature</p>		
	<p>JUS 9200-11 (07/2006)</p>									



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
 Contract Contrat
 Amendment Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/332/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/332/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/332/ZT</p> <p>1. Security Requirement</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,</p>								
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.				State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.			
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.				F.O.B. Point - Point FAB Destination			
Name and address of Vendor - Nom et adresse du fournisseur CACHE CONSULTING CORPO. 1502-275 SLATER ST OTTAWA ON K1P 5H9 CANADA Phone: 613-563-2579		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)				Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles Total Estimated Cost Coût global estimatif			
Vendor No.- No du Fournisseur 113814		Signature Date Telephone No. - N° de téléphone				\$ 24,992.78			
Fax No.- No de Télécopie 613-563-2579		Your offer is accepted to the extent specified herein. <input type="checkbox"/> Votre offre est acceptée aux conditions exposées dans les présentes.		You are requested to supply as indicated herein. <input type="checkbox"/> Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. <input type="checkbox"/> Prière de retourner immédiatement une copie dûment signée.		The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	
JUS 9200-11 (07/2006)						Signature			
						Title - Titre			



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	<p>hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> a. Security Requirements Check List b. Industrial Security Manual (Latest Edition). <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of two (2) ERP Functional Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of November 4th, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer</p>								

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority</p> <p>The Project Authority for the Contract is: Claudie Besner Manager Finance and Planning Branch Department of Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone: 613-290-0181 E-mail address: claudie.besner@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.3 Contractor's Representative</p> <p>[REDACTED]</p> <p>Cache Consulting 1502-275 Slater Street Ottawa, Ontario K1P 5H9 Telephone: 613-563-2579 Email: [REDACTED]@cacheconsulting.ca</p> <p>7. Payment</p> <p>7.1 Basis of Payment - Limitation of Expenditure</p> <p>7.1.1 Basis of Payment - Professional Fees Resources: [REDACTED]</p>								

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days (Distribution to be determined)</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$22,117.50. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. <p>7.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p>								



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <p>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p>								



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	<p>7.6 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>8. Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> a. A copy of time sheets to support the time claimed <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. <p>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>9. Certifications - Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p>								

 Government of Canada Gouvernement du Canada Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement; b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/332/ZT e. The Contractor's bid</p> <p>12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p>								



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	<p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>15. Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p>								



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	<p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p>								



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	<p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX A - STATEMENT OF WORK</p> <p>1. Title ERP Functional Analysts Level 3 - Funds Management Module (SAP)</p> <p>2. OBJECTIVE Assessment, redesign and configuration of FM Module for the Department of Justice</p> <p>3 Scope: The scope of the work will include the AVC Derivation Strategy for Control Objects (FMAVCDERIAO), the Derivation strategy for budget accounts (FMDERIBO), and the derivation strategy for FM document entries (FMDERIVE).</p> <p>4. Tasks: Conduct a review of the current steps within the AVC strategy. Propose alternatives for how to configure AVC and configure and test a new AVC strategy. We require a strategy that would allow for efficient updates of control points for various funds. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.</p> <p>In order to ensure system effectiveness, a review of both the derivation strategy for budget account assignments (FMDERIBO) and the derivation strategy for FM document entries (FMDERIVE) would also be required. This would be crucial in order to examine system interdependencies and efficiency.</p> <p>Provide recommendations on improvements to FMDERIBO and FMDERIVE strategies and reconfigure where necessary. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.</p>								

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00010	<p>5. Deliverables: - Assessment, options and recommendations of all three FM strategies starting with AVC. - Configuration and testing to be completed by March 31st for new fiscal year starting April 1st, 2016</p> <p>6. Access to Client's Premises and Systems / Access Restrictions Will be given access premises and SAP system including all landscapes</p> <p>ERP Functional Analysts Level 3</p> <p>Financial Codes Codage financier 0130-20042-15--3720 -4050</p> <table style="margin-left: 100px;"> <thead> <tr> <th style="text-align: right;">Amount Montant</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">22,117.50</td> </tr> </tbody> </table> <p>=====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Amount Montant	22,117.50	2015.11.04	2016.03.31	19399	[REDACTED]	[REDACTED]	13%	2,875.28	24,992.78
Amount Montant											
22,117.50											

s.19(1)



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From - Dén.
DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-950-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal: Demande de proposition

Contract: Contrat

Amendment: Modification

Supply Arrangement Solicitation/Contract

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Accounting Office Code
Code du bureau comptable
19024

Requisition No. - Demande
Ord. Off. - Num. demand. 19024
Vr. / Am. 15
Ser. No. - N° de série 9344

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Inspection Agency - Chargé de l'Inspection

Consignee at:
Destination unless
specified herein.
Destinataire au point
de destination sauf
si indiqué ci-dessus.

Direct Inquiries to:
Adresse toutes demandes de renseignements à :
DESBOIS, SYLVAIN
613-950-4881

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit price. GST is extra as applicable to the units. GST is included in the total estimated cost. Prices include packing, insurance and are F.O.B. blocking and delivery charges (consignment) specified herein; shipping (air) taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise sont compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison aux destinations indiquées dans les présentes). Les taxes provinciales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills
and packing slips must
include the number
indicated in this box.

1902459344

Invoices - Original and two copies are to be sent to:
Factures - Renvoyer l'original et deux copies à :

INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Amendment No. - No. de la modification Previous Value - Valeur précédente

Inc./Dec. - Aug./Dim. Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E602T-120001/257/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ADC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/257/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À V-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Vat. Limit Taux/Vat. limites	GST% %TPS	GST Total Total TPS	Total
	ProServices PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								

Solicitation closes - L'invitation à soumissionner prend fin le
00:00:00
A1 - A

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed hereon and on any attached sheets at the prices set out thereon. Responses to a request for proposal by a potential supplier will be considered as an offer or bid.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et promet de vendre au Ministre, aux conditions stipulées dans les présentes et dans ses documents ci-joints, les biens ou services, ou les vendre au Ministre, aux conditions stipulées dans les présentes et dans ses documents ci-joints, les biens ou services, ou les dans toute annexe aux présentes, si ou aux prix indiqués. Les réponses à une demande de proposition présentée par un tiers comme des offres de vente.

Point F.A.B. - Point F.A.S.

Destination

Pursuant to Section 3(2)(i) of the Financial Administration Act, funds are available.
En vertu de l'article 3(2)(i) de la loi sur la gestion des finances publiques, des fonds sont disponibles.

INANC YKAZAR.

Signature

Date

Name and title of person to sign on behalf of Vendor (Type or print)

Signer en tant que représentant du fournisseur (Type ou imprimer)

Name and title of person to sign on behalf of Vendor (Type or print)

Signer en tant que représentant du fournisseur (Type ou imprimer)

Phone:

Téléphone

05 Nov 15

6137229902

Telephone No. - N° de téléphone

Estimated Cost
Coût estimatif

\$ 14,940.98

For the Minister - Message au Ministre

Nov 5, 2015

Vendor No. - N° du Fournisseur

Fax No. - N° de Télécopie

131610

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Your offer is accepted to the extent
Votre offre est acceptée dans la mesure où

You are requested to supply
as indicated herein.
Nous vous demandons de fourrir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Préparez de retourner immédiatement une copie signée.

The Vendor here
Le fournisseur ici

ca du présent con



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	<p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4. The Contractor/Offeror must comply with the provisions of the:</p> <p>a) Security Requirements Check List and security guide (if applicable)</p> <p>b) Industrial Security Manual (Latest Edition).</p> <p>6.2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p>6.3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>6.3.1 General Conditions</p> <p>2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>6.4 Term of Contract</p> <p>6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017.</p> <p>6.5 Authorities</p>								

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6.5.1 Contracting Authority The Contracting Authority for the Contract is: Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.									
6.5.2 Technical Authority The Technical Authority for the contract is: Inanc Yazar Chief Audit Executive 59 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-670-6434 E-mail : inanc.yazar@justice.gc.ca The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.									
6.6 Proactive Disclosure of Contracts with Former Public Servants By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice 2012-2 of the Treasury Board Secretariat of Canada.									
6.7 Payment 6.7.1 Basis of Payment									

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	<p>Payment for the work performed by Julie Francisco shall be made on the following basis:</p> <p>All inclusive hourly rate: [REDACTED] Up to a maximum of [REDACTED] hours for the period ending March 31, 2015 and up to a maximum of [REDACTED] hours for the period ending March 31, 2017</p> <p>6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$13,222.09. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none">a. when it is 75 percent committed, orb. four (4) months before the contract expiry date, orc. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.9 Method of Payment</p> <p>6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none">a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;b) all such documents have been verified by Canada;								

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c)	<p>the Work performed has been accepted by Canada.</p> <p>6.9.2 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>6.10 Accounts and Audit</p> <ol style="list-style-type: none"> 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract. 								

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	<p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>6.11 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.12 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177C Ottawa, Ontario K1A 0H8</p> <p>Electronic copy to: nadine.gravelle@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p> <p>6.14 Priority of Documents</p>								

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	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (c) Annex A, Statement of Work; (d) Supply Arrangement Number E60ZT-120001/257/ZT (the "Supply Arrangement"); and (e) the Contractor's bid dated October 16, 2015</p> <p>6.15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>6.16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p>								

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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Unit Taux/Val. unité	GST % %TPS	GST Total Total TPS	Total	
6.17 Ownership	<p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p>									
6.18 Government of Canada Web Standards	<p>Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise</p>									
6.19 Liability	<p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)</p>									

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	<p>caused as a result of or during the performance of the Contract.</p> <p>6.20 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none">(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								

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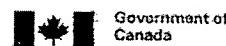
Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mtl. Limit Taux/Mtl. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A": STATEMENT OF WORK</p> <p>1.1 TITLE Coaching and Facilitation Services</p> <p>1.2 OBJECTIVES The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lumina Learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lumina Leader and Lumina Spark tools to support organizational change, transition management and team building.</p> <p>1.3 BACKGROUND The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team.</p> <p>1.4 SCOPE The Chief Audit Executive (CAE) is requesting coaching for her direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team.</p> <p>1.5 TASKS The tasks will include:</p> <ul style="list-style-type: none"> o Focus groups o Individual interviews 								

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	<input type="checkbox"/> Individual coaching <input type="checkbox"/> Group coaching								
00010	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region. Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49
00020	Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49
	Financial Codes Codage financier 0130-15000-15--3750 -4010 =====	Amount Montant 13,222.10							
	The currency of this P.O. is - La devise de ce bon est : CAD								

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From - Dated

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- | | | |
|----------------------|-------------------------------------|------------------------|
| Request for proposal | <input type="checkbox"/> | Demande de proposition |
| Contract | <input checked="" type="checkbox"/> | Contrat |
| Amendment | <input type="checkbox"/> | Modification |

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/593/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/593/ZT sont incorporées dans les présentes.

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ProServices
PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

The following security requirements related clauses apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE
COMMON-PS-SRCL#2

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PETER CAMERON AND ASSOCIATES INC
3076 BARLOW CRES
OTTAWA ON K0A 1T0
CANADA

Phone: 613-832-0282

Vendor No.- No du Fournisseur

143277

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Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

William Bentney
Signature

For the Minister - Réservé au Ministre

Nov. 17, 2006
Date

Name and title of person authorized to sign on behalf of Vendor (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature

Date

Telephone No. - N° de téléphone

Your offer is accepted to the extent specified herein.

Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.

Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.

Préparez de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.

Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

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19024	19024 15 9374	
Destination	INTERNAL AUDIT BRANCH DEPARTMENT OF JUSTICE CANADA ATT: NADINE GRAVELLE (613-670-6429) 99 BANK ST 11TH FLOOR OTTAWA ON K1A 0H8 CANADA	
Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :		
INTERNAL AUDIT BRANCH DEPARTMENT OF JUSTICE CANADA ATT: NADINE GRAVELLE (613-670-6429) 99 BANK ST 11TH FLOOR OTTAWA ON K1A 0H8 CANADA		

Inspection Agency - Chargé de l'inspection
Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
DESBOIS, SYLVAIN
613-960-4881



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	<p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none">a) Security Requirements Check List and security guide (if applicable)b) Industrial Security Manual (Latest Edition). <p>6.2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p>6.3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>6.3.1 General Conditions</p> <p>2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>6.4 Term of Contract</p> <p>6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017.</p> <p>6.5 Authorities</p>								



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	<p>6.5.1 Contracting Authority The Contracting Authority for the Contract is:</p> <p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.5.2 Technical Authority The Technical Authority for the contract is:</p> <p>Inanc Yazar Chief Audit Executive 99 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-670-6434 E-mail : inanc.yazar@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.6 Proactive Disclosure of Contracts with Former Public Servants</p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p>6.7 Payment</p> <p>6.7.1 Basis of Payment</p>								

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	<p>Payment for the work performed by Mr. Denys Vermette shall be made on the following basis:</p> <p>All inclusive hourly rate: [REDACTED] Up to a maximum of [REDACTED] hours for the period ending March 31, 2016 and up to a maximum of [REDACTED] hours for the period ending March 31, 2017</p> <p>6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$10,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.9 Method of Payment</p> <p>6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; 								



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
c) the Work performed has been accepted by Canada. 6.9.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html . It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter. 6.10 Accounts and Audit 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.									



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	<p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>6.11 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.12 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177c Ottawa, Ontario K1A 0H8</p> <p>Electronic copy to: nadine.gravelle@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p> <p>6.14 Priority of Documents</p>								



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	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (c) Annex A, Statement of Work; (d) Supply Arrangement Number E60ZT-120001/593/ZT (the "Supply Arrangement"); and (e) the Contractor's bid dated October 21, 2015</p> <p>6.15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>6.16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p>								



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	<p>6.17 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>6.18 Government of Canada Web Standards</p> <p>Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise</p> <p>6.19 Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)</p>								



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	<p>caused as a result of or during the performance of the Contract.</p> <p>6.20 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								

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00010	<p>Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A": STATEMENT OF WORK</p> <p>1.0 TITLE One on One Coaching services for the Chief Audit Executive of the Internal Audit Services</p> <p>2.0 OBJECTIVES Peter Cameron and Associates Inc. commits to assigning an experienced, certified and bilingual coach to provide career management coaching to Inanc Yazar, hereafter referred to as the "client". The client is the Chief Audit Executive for the Department of Justice Canada and is a substantive EX-03 executive.</p> <p>3.0 SCOPE Coaching services will be provided to the client on a "one-on-one" basis through sessions that are suitable to the client's learning style and schedule. Typical sessions will be of 1 to 2 hours durations.</p> <p>4.0 TASKS The tasks will include: # Career coaching: Career advice and support for further growth & development # Work on executive portfolio development # linked to GoC Key Leadership Competencies # Ongoing coaching & advice to the CAE in order to support the success of the Audit Branch</p> <p>5.0 MEETINGS The resource will be required to attend meetings at the Department of Justice at 99 Bank Street, 11th floor, Ottawa, Ontario, K1A 0H8</p>	2015.11.17	2017.03.31	19024	25.000	200.00	13%	650.00	5,650.00

JUS 9200-11 (07/2006)



(2015-2016)

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No - Nº de série
19024	15	9374

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s.20(1)(c)



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00020	Coaching from [REDACTED] (2016-2017) Financial Codes Codage financier 0130-15000-15--3750 -4010 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2015.11.17	2017.03.31	19024	[REDACTED]	[REDACTED]	13%	650.00	5,650.00

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. demandan.
19024 Yr. - An.
15 Ser. No - N° de série
9374

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Supplément Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
 Contract Contrat
 Amendment Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé*. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Accounting Office Code
Code du bureau comptable
19294

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19294 15 9319

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Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de renseignements à :
DESBOIS, SYLVAIN
613-960-4881

All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.
1929459319	
Amendment No. - N° de la modification	Previous Value - Valeur précédente
inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes.

Item Article	Description	From - Os Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST % %TPS	GST Total Total TPS	Total
	<p>REFERENCE: RFP NUMBER 10000191319 ProServices - PART 6 - RESULTING CONTRACT CLAUSES</p> <p>The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.</p> <p>The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p>								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

MAXSYS
173 DALHOUSIE ST
OTTAWA ON K1N 7C7
CANADA

Phone: 613-562-9943

The supplier offers and agrees to vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination
Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

DAVID JAKOB
Signature

C LIVE
Date

Vendor No. - No du Fournisseur

118430

JUS 9200-11 (07/2006)

Fax No. - No. de Télécopie

613-241-6742

Your offer is accepted to the extent specified herein.
 Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
 Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
 Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
 Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

000208

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Gouvernement du
Canada

LVAIN
PITAL REGION
APITALE NATIONALE
TON ST
K1A 0H8

960-4881

**Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code de bureau comptable 19294	Requisition No. - Demande Ord. Off. - Num. dossier. 19294 Yr. - An. 15 Ser. No. - N° de série 9319	Page 1
Clauses (1) and (2) below will form part of title: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA		
Request for proposal <input type="checkbox"/>	Demande de proposition <input type="checkbox"/>			
Contact <input checked="" type="checkbox"/>	Contrat <input type="checkbox"/>			
Amendments <input type="checkbox"/>	Modification <input type="checkbox"/>			
<p>If herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs fees. Goods and Services Tax (GST) is excluded from unit price. GST is extra as applicable to the unit total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery related expenses); municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>ci-dessous, les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les taxes et la taxe d'accise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise. TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix indiqués et de conditionnement et tout FOB (y compris tous les frais de livraison) sont de schéma. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'approvisionnement.</p>		All invoices, shipping bills and packing slips must include the number indicated in this box. 1929459319	Indicate - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à : DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA	
Arrangement No./No. de la modification		Previous Value - Valeur précédente		
Inv./Date - Inv./Date		Revised Value - Montant Révisé		

the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le ministre de Justice Canada et toute autre personne désignée pour le remplacer.

are set out in SBC Supply Arrangement Serial No. E80ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et le Gouvernement, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E80ZT-120001/135/ZT
les présentes.

Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taxes/Vat. limits	GST% %TPS	GST Total Total TPS
ENCL: RFP NUMBER 10000191319 rvices - PART 6 - RESULTING CONTRACT CLAUSES ollowing clauses and conditions apply to and form part of any act resulting from the bid solicitation. resulting Contract is not to be used for deliveries within a prehensive Land Claims Settlement Area (CLCSA). All requests for delivery within a CLCSA are to be processed individually.							

ation à soumissionner prend fin

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed below and on any attached sheet(s) at the price(s) set out thereon. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions établies dans les présentes et dans les documents ci-joint, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur potentiel sont considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (inscrire en lettres manuscrites)

F.O.B. Point - Point FAS - Destination
Porter à Section 32(1) of the Financial Administration Act, and
On terms of Article 32(1) de la loi sur la gestion des finances publiques
sont disposées

DAVID JAKOB
Signature

Date Nov 26, 2015	Telephone No. - N° de téléphone 613-562-9943	Total Estimated Cost Coût global estimé \$ 11,300.00
You offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Please return the signed copy forthwith. Priez de retourner immédiatement une copie signée.
The Vendor hereby accepts/accepte/accepte les présentes. Le fournisseur reconnaît que les présentes sont à sa connaissance du présent contrat et qu'il les accepte.		

Title -



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Supply Arrangement Solicitation/Contract
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	<p>6.1 Security Requirements</p> <p>The following security requirements related clauses apply and form part of the Contract.</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>6.2 Statement of Work</p> <p>This bid solicitation is being issued for the requirement of Professional Services ERP Programmer Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p>6.3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>6.4 Term of Contract</p>								



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	<p>6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2016.</p> <p>6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows:</p> <p>Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017</p> <p>A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.</p> <p>6.5 Authorities</p> <p>6.5.1 Contracting Authority The Contracting Authority for the Contract is:</p> <p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.5.2 Technical Authority The Technical Authority for the contract is:</p> <p>Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario K1A 0H8 Telephone : 613-325-3954</p>								

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	<p>E-mail : gilles.blier@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.5.3 Contractor's Representative</p> <p>MaxSys Staffing & Consulting Tel: 613-562-9943 Email: [REDACTED]@maxsys.ca</p> <p>6.6 Proactive Disclosure of Contracts with Former Public Servants</p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p>6.7 Payment</p> <p>6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page</p>								



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	<p>one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.8 Method of Payment.</p> <p>6.8.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada. <p>6.8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p>								



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	<p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>6.9 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.10 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Catherine Charbonneau - Project Officer 275 Sparks Street - SAT1074 Ottawa, Ontario K1A 0H8 Electronic copy to: admin.services-isb@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p>								



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	<p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>6.12 Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>6.13 Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>6.14 Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (d) Annex A, Statement of Work; (e) Annex B, Basis of Payment (f) Annex C, Security Requirements Check List (refer to RFP); (g) Supply Arrangement Number E60ZT-120001/135/ZT (the "Supply Arrangement"); and (h) the Contractor's bid dated November 12, 2015. <p>6.15 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to</p>								



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	<p>perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p>6.17 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>6.18 Limitation of Liability - Information management/Information Technology</p>								



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	<p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <ul style="list-style-type: none"> i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to: A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties"; B. physical injury, including death. ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada. iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology. iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above. v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including: A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this 								



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	<p>instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.</p> <p>6.19 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,</p>								



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	<p>according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever</p>								



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	<p>steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A" : STATEMENT OF WORK</p> <p>1. TITLE Department of Justice (Justice) - Level 3 (Senior) ERP Programmer Analyst in ABAP</p> <p>2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analysts who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.</p> <p>The objective of the contract is to secure experienced consultants that are fully versed in the use of ABAP Programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements. The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.</p> <p>3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.</p> <p>Justice is required to backfill the current FTE Abap. This FTE resource will be training and mentoring the S.P Security resource. This Abap requirement is to work on Client requirements in support of the SAP IFMS System at Justice.</p> <p>4. REQUIREMENT DESCRIPTION Tasks are centered around the maintenance of SAP based on specifications and requirements according to Justice Canada standards and guidelines.</p> <p>4.1 SCOPE Justice Enterprise Applications has the need for an ERP Programmer Analyst to assist the current team with the ongoing maintenance and support of SAP. The resource will work directly with the maintenance team providing expertise in SAP and specifically ABAP development and support.</p>								



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	<p>4.2 TASKS, ACTIVITIES, AND DELIVERABLES</p> <p>The Contractor will undertake the following:</p> <ul style="list-style-type: none"> oWork with functional and technical teams to design, develop and test functionality in the IFMS system and related modules. oRepair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following: <ol style="list-style-type: none"> 1. Special Purpose Ledger (SPL) Roll-ups 2. PAYE/RAYE - Programs 3. Automated Carry Forward Programs 4. Reconciliation Tools 5. Interfaces to GC Central systems 6. Interfaces to Reporting Solutions <ul style="list-style-type: none"> -Evaluate change requests and enhancement requests and provide resource requirement estimates; -Debug new and existing functionality to determine the cause and resolution of identified errors; -Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required. -Develop and document all Requests for Change, custom development programs and forms -Perform business analysis of functional and data requirements associated with interfaces and associated programs. -Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems. -Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes. -Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager. -Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required. <p>4.3. METHOD AND SOURCE OF ACCEPTANCE</p> <p>All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.</p> <p>4.4 REPORTING REQUIREMENTS</p> <p>The Contractor will</p> <ul style="list-style-type: none"> o Provide weekly Progress Reports identifying work completed and 								
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Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19294	15	9319

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>work planned for completion.</p> <ul style="list-style-type: none"> o Attend Progress Review Meetings. o When required make presentations to staff and stakeholders. <p>All reports to be provided in either Microsoft Office applications or .pdf, as directed by the Project Authority.</p> <p>4.5 LOCATION OF WORK, WORK SITE AND DELIVERY POINT Department of Justice 284 Wellington Street Ottawa, Ontario</p> <p>4.6. LANGUAGE REQUIREMENTS The working languages are either English or French, all documents to be prepared in English.</p> <p>4.7. JUSTICE OBLIGATIONS Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.</p> <ul style="list-style-type: none"> o Accounts on computer network and electronic mail system; o Workstation; o Access to printer, fax machine, and photocopier; o ID card allowing access to building and floor; o Reference materials, as needed. <p>ANNEX B : BASIS OF PAYMENT</p> <p>1. PROFESSIONAL SERVICES</p> <p>The Contractor will be paid the following firm all-inclusive per diem rate in Canadian funds, for work performed under this Contract, in accordance with Annex A : Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.</p> <p>Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked x applicable firm per diem rate) ÷ 7.5 hours</p> <p>-The Contractor's resource must be available to work outside standard working hours during the duration of the Contract. -No overtime charges will be authorized under this Contract.</p>								

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s.20(1)(c)



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Suppl., Arrangement/Solicitation/Contract

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>1.1 : Stream / Resource Category / Level Stream 1 / 1.3 ERP Program Analyst / Level 3.</p> <p>1.2 Consultant Name: [REDACTED]</p> <p>2.0 Basis of Payment The contractor will be paid up to a maximum \$10,000.00 (Applicable Taxes are extra).</p> <p>2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days</p> <p>2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days</p> <p>2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days</p> <p>SAP L3 ERP Prog. Analyst - [REDACTED]</p> <p>Financial Codes Codage financier 0130-18062-15-501834-3720 -4080 ===== The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.11.25	2016.03.31	19294	[REDACTED]	[REDACTED]	13%	1,300.00	11,300.00

s.19(1)



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Canada

From - Dated

DEBOIS, SYLVAIN
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is due as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. including all delivery charged destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix devront être en monnaie canadienne, les droits de douane canadiens et la taxe d'accise partent compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS est applicable aux unités et est due au moment où les marchandises sont livrées au destinataire. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris toutes les taxes de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice, Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes.

Item Article	Description	From - Date Y-M-D-J	To - À Y-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. (Initial)	GST % %TPS	GST Total Total TPS	Total
	<p>The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. AMENDMENT 001:</p> <p>The purpose of this amendment is to add a second resource to the contract and exercise the option 1 period extending the contract until September 30, 2016.</p> <p>In order to do so,</p>								
<p>Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00</p> <p>On - Le</p> <p>Name and address of Vendor - Nom et adresse du fournisseur MAXSYS 173 DALHOUSIE ST OTTAWA ON K1N 7C7 CANADA Phone: 613-562-9943</p> <p>Vendor No. - N° du Fournisseur 118430 JUS 9200-11 (07/2006)</p> <p>Fax No. - N° de Télécopie 613-241-6742</p>		<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the statements herein, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefore. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute autre document joint, et au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur potentiel seront considérées comme des offres de vente.</p> <p>Name and title of person authorized to sign on behalf of Vendor type or print Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)</p>				<p>State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.</p> <p>F.O.B. Point - Point FAB Destination</p> <p>Pursuant to Section 32(1) of the Financial Administration Act, funds are available: En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles</p> <p>MARS AREPL Signature Date</p>		<p>Total Estimated Cost Coûts globaux estimatifs \$ 16,950.00</p> <p>Date Feb 25, 2016</p> <p>Telephone No. - N° de téléphone 613-862-9943</p> <p>Remarks du présent contrat</p>	
		<p>Your offer is accepted in the accent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.</p>	<p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.</p>	<p>Return the signed copy forthwith. Priez de renvoyer immédiatement une copie délivrée signée.</p>	<p>The V- La fo</p>				

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Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee /Val. Limit Taux/Vale. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>6.4 Term of Contract DELETE Sub-section 6.4.1 & 6.4.2, in its entirety REPLACE with:</p> <p>6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 30, 2016.</p> <p>6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 6 months period under the same terms and conditions. The one (1) remaining additional option period is as follows: Option 2: October 1, 2016 to March 31, 2017</p> <p>A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.</p> <p>AND</p> <p>ANNEX B: BASIS OF PAYMENT</p> <p>DELETE Sub-section 1.2, in its entirety REPLACE WITH:</p> <p>1.2 Consultant Names Consultant 1 : [REDACTED] Consultant 2 : [REDACTED]</p> <p>AND</p> <p>ANNEX B: BASIS OF PAYMENT</p> <p>DELETE Sub-section 2.0 Basis of Payment, in its entirety REPLACE WITH :</p> <p>2.0 Basis of Payment The contractor resource 1 will be paid up to a maximum \$2,000.00 (Applicable Taxes are extra) until March 31, 2016.</p> <p>The contractor resource 2 will be paid up to a maximum \$13,000.00 (Applicable Taxes are extra) until March 31, 2016.</p>								

JUS #200-11 (07/2006)

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s.20(1)(c) Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Tituk/Vit. Limite	GST % %TPS	GST Total Total TPS	Total
	<p>AND</p> <p>ANNEX B: BASIS OF PAYMENT</p> <p>DELETE Sub-section 2.1, 2.2 and 2.3 in its entirety REPLACE with :</p> <p>2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: [REDACTED] Estimated Level of Effort: up to [REDACTED] days</p> <p>2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: [REDACTED] Estimated Level of Effort: up to [REDACTED] days</p> <p>2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: [REDACTED] Estimated Level of Effort: up to [REDACTED] days</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>END OF AMENDMENT 001</p>								
00010	SAP L3 ERP P.A - [REDACTED] ***Descriptor changed*** ***PO quantity changed*** ***Schedule time changed***	2015.11.25	2016.09.30	19294	[REDACTED]	[REDACTED]	13%	260.00	2,260.00
00020	SAP L3 ERP P.A - [REDACTED] - 502199 ***Schedule time changed*** ***New Item***	2015.11.25	2016.09.30	19294	[REDACTED]	[REDACTED]	13%	650.00	5,650.00
00030	SAP L3 ERP P.A - [REDACTED] - 501834 ***Schedule time changed*** ***New Item***	2015.11.25	2016.09.30	19294	[REDACTED]	[REDACTED]	13%	1,040.00	9,040.00
	<p>Financial Codes Codage financier</p> <p>0130-18062-15-501834-3720 -4080 0130-18058-15-502199-3720 -4080</p> <p>The currency of this P.O. is ... La devise de ce bon est : CAD</p>								

JUS 0200-11 (07/2008)

Requisition No. - Demande
Ord. Off - Sur. demand. Yr. - An. Ser. No - N° de série
19294 15 9319

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Canada

From - De
GARVIN, SUEPAUL
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 416-973-5106
FAX:

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19279	Requisition No. - Demande Ord. Off - Bur. demand. 19279 Yr. - An. 15 Ser. No. - N° de série 9565	Page 1 of 16
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Inspection Agency - Chargé de l'inspection		
Request for proposal	<input type="checkbox"/> Demande de proposition	Consignee et destination unless specified herein. Destination au point de destination sauf si indiqué ci-dessous.		
Contract	<input checked="" type="checkbox"/> Contrat	Direct inquiries to: Adresser toutes demandes de renseignements à: GARVIN, SUEPAUL 416-973-5106		
Amendment	<input type="checkbox"/> Modification			
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and all F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les copiaissances et tous les bordereaux d'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - REMPLIR et envoyer l'original et deux copies à:
		1927959565		
Amendment No.-No. de la modification		COMMUNICATIONS BRANCH DEPARTMENT OF JUSTICE CANADA ATT: ODETTE CHARETTE (613-866-1283) 284 WELLINGTON EMB 3332 OTTAWA ON K1A 0H8 CANADA		
Inc./Decs. - Aug./Dlm.		Previous Value - Valeur précédente Revised Value - Montant Révisé		

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/292/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/292/ZT sont incorporées dans les présents.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vel. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total															
	Department of Justice Canada - ProServices SA Directed Contract - Stream 9: Business Consulting/Change Management, Category 9.7 Needs Analysis and Research Consultant PART 6 - RESULTING CONTRACT CLAUSES The following clauses and conditions apply to and form part of contract 1927959565. The Contract is not to be used for deliveries within a																							
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out herefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.																						
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.																						
Name and address of Vendor - Nom et adresse du fournisseur AIM GROUP INC, THE 126-130 ALBERT ST OTTAWA ON K1P 5G4 CANADA Phone: 613-230-6991		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)																						
		<table border="1"> <tr> <td>Date Dec. 4, 2015</td> <td>Telephone No. - N° de téléphone 613 230 6991</td> <td colspan="6">Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles Signature PR 1000019565 on file Date</td> </tr> <tr> <td>Total Estimated Cost Coût global estimatif \$ 24,860.00</td> <td colspan="6">For the Minister - Réserve au Ministre</td> </tr> </table>								Date Dec. 4, 2015	Telephone No. - N° de téléphone 613 230 6991	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles Signature PR 1000019565 on file Date						Total Estimated Cost Coût global estimatif \$ 24,860.00	For the Minister - Réserve au Ministre					
Date Dec. 4, 2015	Telephone No. - N° de téléphone 613 230 6991	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles Signature PR 1000019565 on file Date																						
Total Estimated Cost Coût global estimatif \$ 24,860.00	For the Minister - Réserve au Ministre																							
Vendor No. - N° du Fournisseur 100995		Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.																						
Fax No. - N° de Télécopie 613-230-7183		You are requested to supply as indicated herein. Nous vous demandons de remettre ce qui est précisé dans les présentes.																						
		Return the signed copy forthwith. Préparez de retourner immédiatement une copie décernée signée.																						



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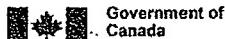
Supply Arrangement Solicitud/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p> <p>6.1 Security Requirements</p> <p>The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL# 9</p> <ol style="list-style-type: none"> 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC. 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 5. The Contractor/Offeror must comply with the provisions of the: <ol style="list-style-type: none"> a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>6.2 Statement of Work</p> <p>The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>6.3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>6.4 Term of Contract</p> <p>6.4.1 Period of the Contract</p>								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The Work is to be performed during the period of Contract award to March 31, 2016.</p> <p>6.5 Authorities</p> <p>6.5.1 Contracting Authority The Contracting Authority for the Contract is: Contact Name: Garvin Suepaul Title: Contracts Management Officer Telephone: 613-960-4922 E-mail address: garvin.suepaul@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.5.2 Project/Technical Authority The Project/Technical Authority for the Contract is: Contact Name: Tracie Noftle Title: Director General, Communications Branch Company: Department of Justice Canada Address: 284 Wellington Street, EMB 3rd Floor 3-4307, Ottawa, ON, K1A 0H8 Telephone: 613-957-9596 E-mail address: tracie.noftle@justice.gc.ca</p> <p>The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.5.3 Contractor's Representative Contact Name: [REDACTED] Title: [REDACTED] Company: The AIM Group Inc. Address: 126-130 Albert Street, Ottawa, ON, K1P 5G4 Telephone: 613-230-6991 [REDACTED] Facsimile: 613-230-7183 E-mail address: [REDACTED]@theaimgroup.ca</p> <p>6.6 Proactive Disclosure of Contracts with Former Public Servants</p>								



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**Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-AMDJ	To - À Y-AMDJ	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limite Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p>6.7 Payment</p> <p>6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <p>a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>If the notification is for inadequate contract funds, the</p>								



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Supply Arrangement Solicitation/Contract
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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limite Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.8 Method of Payment</p> <p>6.8.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none">a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;b) all such documents have been verified by Canada;c) the Work performed has been accepted by Canada. <p>6.8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Technical Authority the Recipient Electronic Payment Registration Request Form. The form can be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>6.9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.10 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.</p>								

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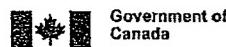
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	<p>Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address:</p> <p>Department of Justice Canada Communications Branch 284 Wellington Street, EMB 3332 Ottawa, Ontario K1A 0H8 Attention: Odette Charette Electronic copy to: Odette.Charette@justice.gc.ca Telephone: 613-866-1283</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>6.12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply</p>								

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	<p>with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>6.13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>6.14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;</p> <p>(b) the general conditions 2010B (2015-03-09);</p> <p>(c) Annex "A" Statement of Work;</p> <p>(d) Annex "B" Basis of Payment;</p> <p>(e) Supply Arrangement Number E60ZT-120001/292/ZT (the "Supply Arrangement"); and</p> <p>(f) the Contractor's Proposal dated November 17, 2015.</p> <p>6.15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>6.16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the</p>								

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	<p>reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p>6.17 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>6.18 Limitation of Liability - Information management / Information Technology</p> <p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the</p>								



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	<p>claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <p>i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <ul style="list-style-type: none"> A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties"; B. physical injury, including death. <p>ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p> <p>iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.</p> <p>v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <ul style="list-style-type: none"> A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell 								

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	<p>titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.</p> <p>6.19 Intellectual Property Infringement and Royalties</p>								



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	<p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								



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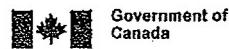
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	<p>Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A" STATEMENT OF WORK</p> <p>1. Project Title</p> <p>Research, Cost-Benefit Analysis and Recommendation Way Ahead of Digital Signage at Justice Canada Head Quarters (HQ)</p> <p>2. Project Objective</p> <p>Reporting to the Manager of Corporate and Internal Communications, the Contractor will outline options to maximize digital signage (Info Screens) at Justice Headquarters as a key communications vehicle that supports the Department of Justice and the government's commitment to digital communications approaches, keeping employees informed of news and events.</p> <p>3. Background Statement</p> <p>Since 2011, three television "info screens" have been operating in the reception area of the Deputy Minister's Office (DMO) and entrance areas at Justice Headquarters in Ottawa (East Memorial Building and St Andrew's Tower). The screens and their operating system, AMX-Inspire Signage Xpress, were purchased and managed by the Management Sector as a means to inform HQ employees of building-related notices. Communications Branch (CB) assumed responsibility of the screens shortly after their purchase to expand their use to draw awareness to important news and events related to departmental /government priorities, and to reinforce messages conveyed through other corporate channels.</p> <p>The television screens are reaching the end of their lifecycle. Both the software and hardware are also not currently supported by Shared Services or the Information Solutions Branch. At this</p>								

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	<p>juncture, it is prudent to review some options on how to maximize the impact and reach of the Info Screens to better reflect today's digital workplace and support digital approaches to communications.</p> <p>4. Requirement Description</p> <p>4.1. Scope of Work</p> <p>The Contractor will perform a cost-benefit analysis and evidence-based research on info-screen software/hardware solutions as well as touchscreen and other relevant technologies available to Justice Canada. The Contractor will also research the security, accommodations, IT and Shared Services implications of these solutions in order to provide an informed recommendation on viable, affordable and sustainable technologies that can replace the current outdated Info Screens, providing increased awareness and communication impact associated with it.</p> <p>To accomplish the Objective, the Contractor will:</p> <ul style="list-style-type: none">- Compare Justice Canada options against best-practice use of Info Screens across the Government of Canada;- Research leading edge technology options for Info Screens;- Identify Resource, Human and Technical, requirements for NCR-HQ deployment;- Provide detailed cost-benefit analysis of proposed options; and- Provide recommendation of best option(s). <p>4.2. Tasks, Deliverables and Estimated Timelines</p> <p>The Contractor will perform the following tasks and provide the three deliverables as listed below:</p> <p>Deliverable 1: Research*</p> <ul style="list-style-type: none">- A scan of Info Screen software/hardware solutions based on Other Government Departments of comparable size, operating milieus;- Research on leading edge technologies including options for touch screens;- Research on security, accommodations, IT and Shared Services implications for recommended option(s). <p>Tasks associated with Deliverable 1:</p> <ul style="list-style-type: none">- Meeting with Justice Canada's employees to determine how Justice Canada wants to incorporate Info Screens into their communication objectives;- Face-to-Face meetings with various Department Corporate Communications, IT, accommodations, security personnel who use Info Screens to determine best practice and lessons learned;								

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	<ul style="list-style-type: none">- Internet research on latest technology options.Estimated Timeline for Deliverable 1: Ten (10) days, to be completed by December 31, 2015**Deliverable 2: Cost-Benefit Analysis*- Cost out various options based on research findings.Tasks associated with Deliverable 2:<ul style="list-style-type: none">- Cost out all resource aspects of implementation in the NCR HQ only - East Memorial Building and St Andrews Tower (FTEs, time to update, tools sustainability, etc.)Estimated Timeline for Deliverable 2: Eight (8) days, to be completed by January 15, 2016**Deliverable 3: Recommended Way Ahead*- Provide an informed recommendation with rationale for evidence-based executive decision making - Delivered by PowerPoint (PPT) Presentation. Finalized deck to be provided in electronic format to the Technical Authority by January 20, 2016**Tasks associated with Deliverable 3:<ul style="list-style-type: none">- Detailed Analysis of findings measured against objectives;- Write up report in Microsoft PPT and Word doc with evidence-based recommendation.Estimated Timeline for Deliverable 3: Four (4) days, to be completed by January 29, 2016** <p>*All deliverables and services rendered by the Contractor's resource are subject to inspection by the Technical Authority. Should any deliverable(s) not be to the satisfaction of the Technical Authority, as submitted, the Technical Authority shall have the right to reject it or require correction by the Contractor's resource before payment will be authorized.</p> <p>**Dates are estimates only and may be rescheduled within the Contract Period with the consent and written approval of the Technical Authority.</p> <p>4.3. Technical Environment</p> <p>The Work outlined in this contract will be carried out on the premises of the Contractor. The Contractor's resource will be required to participate in various meetings (in person or via teleconference) as needed in order to discuss deliverables and gather feedback from the Technical Authority and other applicable sources as appropriate.</p>								

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	<p>4.4. Support Provided by Canada</p> <p>The Contractor's resource will be provided with:</p> <ul style="list-style-type: none">- Access to resources and information required to provide support as defined within this SOW.- Access to Justice Canada's facility for meetings, as required. <p>4.5. Travel</p> <p>There is no travel associated with this requirement.</p> <p>4.6. Language Requirements</p> <p>All project deliverables must be provided in English. The proposed resource must possess, at minimum, the following proficiency levels in English:</p> <p>Oral Proficiency: Level 3+ Reading Proficiency: Level 3+ Writing Proficiency: Level 3+</p> <p>The description associated with the language requirement can be found at the following website: http://www.international.gc.ca/ifait-iaeci/test_lev_els-naux.aspx?lang=eng</p> <p>4.7. Location of Service Delivery</p> <p>The work will be carried out on the premises of the Contractor.</p> <p>4.8. Constraints</p> <p>The Contractor will be accompanied at all times by an employee of Justice Canada when in Justice facility and will be provided with a Visitor's pass by security upon arrival at reception. The Visitor's pass must be returned to reception upon exiting the facility.</p> <p>ANNEX "B" BASIS OF PAYMENT</p> <p>1. PROFESSIONAL SERVICES</p> <p>The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and</p>								

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Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats		Supply Arrangement Sénéction/Contract	
Date of invitation / Date de l'invitation à soumissionner	Accession Order No. Ordre d'attribution	Invitation / Invitation Ord. 02 - Ex. dated 19270 15 Dec. No. Invitante 9696	Page 1 of 1
<input type="checkbox"/> Demande de publication <input checked="" type="checkbox"/> Général <input type="checkbox"/> Modification		MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSH CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA	
		<i>Occupant et occupant au sein d'entrepreneur</i> <i>Occupant et occupant au sein d'entrepreneur</i> <i>Personne à contacter en cas de réclamation : BENNOVAIS-LEFORT, K 613-952-2243</i>	
		<i>Personne à contacter en cas de réclamation : BENNOVAIS-LEFORT, K 613-952-2243</i>	
<small>Unless otherwise indicated herein by the Vendor, all prices are to be in Canadian funds and include applicable Canadian general sales and excise taxes. The Goods and Services Tax (GST) is deducted from the prices. GST is added as appropriate to the unit price for any additional taxes, such as federal and provincial sales taxes, property taxes, licensing, insurance and any HST. GST is applied on delivery charges GST/HST is applied on delivery charges and any applicable taxes, such as federal and provincial sales taxes, property taxes, licensing, insurance and any HST.</small>		<small>La personne à contacter dans le cas d'une réclamation est l'entrepreneur. Les taxes sont comprises dans les prix. Taxes générales et taxes fédérales et provinciales, taxes sur les biens, taxes sur les véhicules, assurances et taxes sur la livraison sont appliquées au prix unitaire. L'GST est ajouté au prix unitaire pour les taxes supplémentaires. Les taxes supplémentaires sont ajoutées au prix unitaire. En ce qui concerne les taxes supplémentaires, voir l'arrangement en matière d'approvisionnement.</small>	
<small>1. The Minister retains the Minister of Justice Canada authority after payment authorized to add on the Minister's behalf la personne chargée de l'arrangement en matière d'approvisionnement peut ajouter des taxes. 2. The terms and conditions set out in CSC Supply Arrangement Special No. E502T-120001/501 between the Vendor and the Crown, as implemented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this instrument. Les termes et conditions figurant dans l'arrangement en matière d'approvisionnement CSC, énoncés entre le Ministre de l'Énergie, les Services publics et les Services gouvernementaux Canada, et portant le numéro de code E502T-120001/501 sont incorporés dans les présentes.</small>		<small>Procédure : CSC 02/02/2000, 02/02/2000 Date de signature : 18/12/2015</small>	

Item	Description	From - To Y/M/DJ	To - A Y/M/DJ	Contract Code Code tarifaire	No of Days Nombre de jours	From Net Unit TVA/Unité brute	GST NTPS	GST Tax TVA/NTPS	Total	
00010	Design and facilitation services	2015-12-18	2016-01-26	19270				23	2,236.00	15,436.00
Financial Codes										
<i>Code d'affaires</i>										
<i>0130-18010-15-3750 -4010</i>										
<i>The sufficiency of this P.O. is - Le devisse de ce bon est : CRD</i>										
<i>Delivery Dates - Livraison et échéances prévues</i>										
<i>2015-12-18</i>										
<i>On time - À l'heure</i>										
<i>On time - À l'heure</i>										
<i>Delivery Dates - Livraison et échéances prévues</i>										
<i>18/12/2015</i>										
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<i>18/12/2015</i> </										



Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities

s.19(1)



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition No. – 1000019696

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative



108 Duford street
Ottawa ON K1S 2C4 K1L 6Z 6
Telephone: 613-857-5149
Email:  @dennery.ca

7. Payment

7.1 Basis of Payment

s.19(1)

s.20(1)(c)

Requisition No. - 1000019696

Department of Justice
CanadaMinistère de la Justice
Canada

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort		
Step I: Prepare	day	day	
Step II: Design	days		
Step III: Facilitate	days		days
Step IV: Document	day		days
Total:			days
Professional Fees:	\$11,200		\$4,000
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. [REDACTED] participants X [REDACTED] per participant			\$2,000.00
Sub-total			\$17,200.00
HST			\$2,236.00
TOTAL			\$19,436.00

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17,200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: Lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annexe A – Statement of Work

1. Title

Facilitation Support for the Executive Retreat

2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1)
s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats															
From - Du				Date of solicitation - Date de l'invitation à soumissionner		Soliciting Entity Code Code de l'entité sollicitante		Requisition No. - Demande Ord. Cr.-Inv. date Yr. - An. Ser. No.-N° de date		Page: 1 2									
BERUAIS-LFORT, M NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-952-2243 FAX:				Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document ci-dessous.		19270		19270 15 9696		Inspection Agency - Usages d'information									
				Request for proposal <input type="checkbox"/> Demande de proposition		Description				Corporation et Organisme sollicitant Demandeur du port de l'information sollicité									
				<input type="checkbox"/> Contract		MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA				Distributeur du port de l'information sollicité									
				<input checked="" type="checkbox"/> Amendment		All changes, including addenda, to the contract shall be made by the Minister of Justice and include appropriate Canadian embargos and other relevant laws. The Goods and Services Tax (GST) is excluded from any contract. The total estimated cost of the contract, less GST, is included in the total estimated cost. F.O.B. includes packing, carting and F.O.B. (including all delivery charges) destination specified herein. Municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.				Address of the Management Sector, Beruaïs-Lfort, M 613-952-2243									
						Addendum Number - Numéro de l'amendement 1927059696													
						Amendment Number - Numéro de l'amendement 1		Previous Value - Valeur précédente		Management Sector, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA									
						New Value - Nouvelle valeur		New Value - Nouvelle valeur											
<p><small>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne déléguée pour exercer les fonctions. 2. The terms and conditions set out in SCS Supply Arrangement Serial No. E602T-120001/501 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services, Canada, are hereby incorporated into this document. Les conditions fixées dans l'arrangement en matière d'approvisionnement d'ADC, intervenu entre la fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/501 sont incorporées dans les présentes.</small></p>																			
Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Condition Code Code de condition	No. of Days N° de jours	Over/M.A. Month Mois d'application	GST% %GST	GST Total Total TPS	Total										
30010	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. The purpose of amendment 001 is to change a resource to the contract from S. Zielman to Marilyn Domagalski. Please see amended Resulting Contract Clauses. Design and facilitation services	2015.12.16	2016.01.29	19270				13t	2,236.00	19,436.00									
Specification codes - Énumération des codes de spécification		Start point of implementation/point de début de l'exécution de cette prestation																	
A1-A CD-002		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the specified action services listed herein and on any attached schedule(s) and/or project(s) set out therein. Responses to all requests for proposal by a vendor of supplier will be considered as an offer to sell.																	
On-Lv		La fourniture offre et consent de vendre au Ministre, aux conditions visées dans les présentes et dans les documents ci-joint, les biens ou services, ou les services mentionnés ci-dessous, conformément aux offres de vente.																	
Name and address of Vendor - Nom et adresse du fournisseur DENVERY RESOURCES 108 DUFORD ST OTTAWA ON K1L 6Z6 CANADA Phone: 613-857-5145		F.O.D. Port - Port FOB Destination Vendors to Section 2(1) of the Financial Administration Act, funds are provided, in terms of Article 2(1) of the Act for the execution of contracts and quasi-contracts funds sont disponibles																	
Vendor No./N° du Fournisseur (See N° Rd. de l'offre) 107043 305 9200-11107720461		<table border="1"> <tr> <td><input type="checkbox"/> Same as Purchaser Même offre que celle du acheteur</td> <td><input type="checkbox"/> You are my as indicated on the conditions indicated above presently.</td> <td><input type="checkbox"/> Return the signed copy to me, Please do not copy or reproduce this copy without my prior written consent.</td> <td><input type="checkbox"/> To the Minister</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>										<input type="checkbox"/> Same as Purchaser Même offre que celle du acheteur	<input type="checkbox"/> You are my as indicated on the conditions indicated above presently.	<input type="checkbox"/> Return the signed copy to me, Please do not copy or reproduce this copy without my prior written consent.	<input type="checkbox"/> To the Minister				
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AMENDMENT 001

Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities



Department of Justice
Canada

Ministère de la Justice
Canada

s.19(1)

Requisition No. - 1000019696

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[REDACTED]
108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: [REDACTED]@dennery.ca

7. Payment

Department of Justice
CanadaMinistère de la Justice
Canadas.19(1)
s.20(1)(c)

Requisition No. - 1000019696

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	[REDACTED]	[REDACTED]
Step I: Prepare	day	day
Step II: Design	days	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:		days
Professional Fees:	\$11,200	\$4,000
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. [REDACTED] participants X [REDACTED] per participant	\$2,000.00	
Sub-total	\$17,200.00	
HST	\$2,236.00	
TOTAL	<b">\$19,436.00</b">	

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17,200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a.when it is 75 percent committed, or
 - b.four (4) months before the contract expiry date, or
 - c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.



3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.



Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: Lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:



- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annexe A – Statement of Work

1. Title

Facilitation Support for the Executive Retreat

2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1)
s.20(1)(c)

Government of
Canada Gouvernement du
Canada

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
From - Date		Accounting Office Code Code du Bureau comptable	Requisition No. - Demande Ord. Off - Bur. demand. Yr. An. Ser. No. N° de série	Page 1 of 2	Inspection Agency - Charge de l'inspection				
		19270	19270 15 9696		Destination MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA	Consignee et destination unless specified herein. Destinataire au point de destination tant qu'il n'est pas spécifié autrement.			
	Date of solicitation - Date de l'invitation à soumissionner	Request for proposal <input type="checkbox"/> Demande de proposition	Contract <input type="checkbox"/> Contrat	Amendment <input checked="" type="checkbox"/> Modification	Amendment No.-No. de la modification 2	Previous Value - Valeur précédente	Direct inquiries to: Address toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243		
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian dollars and include applicable Canadian customs duties, taxes and shipping charges. Prices do not include taxes or shipping charges to be added to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; provincial taxes are not applicable; and the Supply Arrangement.		All invoices, shipping bills and packing bills must include the number(s) indicated in this text. Le numéro figurant dans cette case doit être indiqué dans toutes les factures, toutes les factures de transport et tous les bordereaux d'expédition mentionnés ci-dessus.						Invoices - Original and two copies are to be sent to: Factures - Originale et deux copies sont à envoyer à: MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA	
A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadienne et la taxe d'accise y compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. Les TPS applicables aux prix unitaires sont enlevés. Les TPS sont compris dans le coût estimé total. Les prix comprennent les taxes de port, d'emballage et d'expédition. Les prix sont destinés à tous les lieux de destination, aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.		1927059696							
1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer. 2. The terms and conditions set out in SSC Supply Arrangement Serial No. E502T-120001/501 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E502T-120001/501 sont incorporées dans les présentes.									

Item Article	Description	From - Da Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Val. Limit Taux/Val. limite	GST% NTPS	GST Total Total TPS	Total
00010	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. Design and facilitation services	2015.12.18	2016.03.31	19270			13%	2,236.00	19,436.00

Solicitation closed - L'invitation à soumissionner prend fin le
Al - A 00:00:00
The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and/or services described herein and on any attached sheet(s) in the price(s) set out therewith. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

On - Le
Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents adjoints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel serviront comme offre de vente.

Name and address of Vendor - Nom et adresse du fournisseur
DENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z6
CANADA
Phone: 613-857-5149

Vendor No - No du Fournisseur Fax No - N° de Télécopie
107043 JUS 8200-11 (07/2005)

F.O.B. Point - Point FAB Destination
Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.
Feb 4th 2016 Telephone No. - N° de téléphone
+ 19,436.00 + facsimile
Total Estimated Cost
Coût global estimé
For the Minister - Requisé au Ministre

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux termes spécifiés dans les présentes.
 You are requested to supply as indicated herein.
Vous nous demandez de fourrir ce qui est précis dans les présentes.
 Return the signed copy forthwith.
Préparez de retourner immédiatement une copie signée.

Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - Os Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. Limite	GST% XTPS	GST Total Total TPS	Total	
	Financial Codes Codage financier <u>0130-18010-15--3750 -4010</u> The currency of this P.O. is - La devise de ce bon est : CAD	Amount Montant 17,200.00								
JUS 8200-11 (07/2006)				Requisition No. - Demande Ord. Off. - Bur. demand. 19270 Yr. - Ann. 15 Sta. No. - N° de série 9696					Page 2 of 2	



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition No. - 1000019696_AMD002

Resulting Contract Clauses
E60ZT-120001/501/ZT

AMENDMENT 002

The purpose of this amendment is to extend the end date of the contract until March 31st, 2016.

In order to do so:

DELETE: Section 5.1 Period of the Contract in its entirety

REPLACE WITH:

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same.

s.19(1)
s.20(1)(c)



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- | | |
|----------------------|---|
| Request for proposal | <input type="checkbox"/> Demande de proposition |
| Contract | <input checked="" type="checkbox"/> Contrat |
| Amendment | <input type="checkbox"/> Modification |

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/259/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/259/ZT sont incorporées dans les présentes.

<p>Accounting Office Code Code du bureau comptable 19294</p> <p>Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19294 16 9621</p> <p>Page 1 of 1</p> <p>Inspection Agency - Chargé de l'inspection</p> <p>Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.</p> <p>Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243</p>	<p>Destination DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA</p> <p>All invoices, shipping bills and packing slips must include the number indicated in this box Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.</p> <p>1929469621</p> <p>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :</p> <p>DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA</p>
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limil Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>GCDocs AGA specialist</p> <p>Financial Codes Codage financier 0130-19090-15-502292-3720 -4070</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2016.01.11	2016.03.31	19294			13%	2,854.80	24,814.80

<p>Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00</p>	<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p>
--	---

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

<p>On - Le</p>	<p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</p>
----------------	--

F.O.B. Point - Point FAB Destination

<p>Name and address of Vendor - Nom et adresse du fournisseur PROTAK CONSULTING GROUP INC 1100-343 PRESTON ST OTTAWA ON K1S 1N4 CANADA Phone: 613-866-2449</p>	<p>Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)</p> <p>01/07/2016 613.866.2449</p> <p>Date Telephone No. - N° de téléphone</p> <p>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.</p> <p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.</p> <p>Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.</p> <p>The Vendor hereby accepts/acknowledges this contract. Le fournisseur accepte/reconnaît ce contrat.</p>
--	--

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Vendor No. - No du Fournisseur Fax No. - No. de Télécopie
143252 613-249-3996

JUS 9200-11 (07/2006)

Title - Titre

000266



**ProServices
Medium Complexity (MC)
For Directed Contracts below 25K**

Resulting Contract Clauses
E60ZT-120001/259/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#7

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Application / Software Architect– Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of January 11, 2016 to March 31, 2016.

s.19(1)



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019621

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Francisco Braga
Manager Digital Workspace
Information Solutions Branch
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 613-868-7973
E-mail address: francisco.braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Protak Consulting Group (PCG)
343 Preston Street, Suite 1100
Ottawa, Ontario, K1S 1N4
Telephone: 613-866-2449
E-mail: @protakgroup.com



7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees

Resource: [REDACTED]

Per Diem Rate: [REDACTED]

Level of Effort: up to a maximum of [REDACTED] days

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,960.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form



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can also be obtained from the Department of Justice internet site at
<http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is



not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/259/ZT
- f. The Contractor's bid dated December 29, 2015

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



Department of Justice
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Canada

Requisition 1000019621

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019621

Annex A – Statement of work

1. Title

Application Architect services for Information Repository Project.

2. Background

The Department of Justice recognizes the need for better ways to address its information risk. Through consultation and research conducted in 2011/2012, it was discovered that:

- Staff and management need modern digital tools and timely access to accurate information across Justice to do their jobs better.
- The department is heading towards an information crisis, attributed to:
 - a focus on paper and misuse of personal storage devices
 - IM/IT investments being made outside of an enterprise approach, leading to information silos
 - a lack of access to modern information tools for sharing/finding/using across Justice
 - Misunderstandings about information accountabilities and compliance requirements.
- The problem and risk increase daily by not focusing on departmental information as a strategic asset, particularly the digital information.
- In response to this risk, Justice Canada developed the "information@justice" vision that articulates the future desired state that "Justice Information lives in a sustainable digital environment". This strategy has the following objectives:
 - Managing information as a strategic departmental asset, as part of how Justice does business, using modern digital tools.
- Adoption of a digital information standard and creating a culture of a digital workplace at Justice.
- Leveraging information and technology as part of transformation for better business outcomes. The Department of Justice is now moving into the implementation of the information@justice vision. One of the keystone projects being implemented is a new "digital workspace" for the Justice, which includes:
 - Deployment of SharePoint 2013 for branches, business units, projects, meetings, and others.
 - Deployment of GCDOCS integrated with SharePoint 2013 collaborations spaces
 - Migration of active content into SharePoint 2013 and legacy content into GCDOCS.
 - Implement business transformation through the above listed technology.

To date, the Department of Justice has implemented SharePoint functionality and is underway with the integration of GCDOCS.

3. Requirement

The company will be required to provide:

- Troubleshoot AGA related errors during transfer from SharePoint to GCDOCS
 - a. Maintaining metadata on version history
 - b. Restore whole libraries/folders at once from GCDOCS back into SharePoint
 - c. Mapping SharePoint user metadata fields to GCDOCS user metadata fields
 - d. Maintaining groups in permissions during archiving process instead of individual users
- Provide approach for automatic retention disposition post transfer from SharePoint
- Scripts to automate transfer of files from big bucket in GCDOCS to appropriate primaries as currently defined in Justice GCDOCS implementation
- Guidance to upgrade AGA to the most current version currently available
- Strategy document for future improvements (roadmap)



4. Tasks and Deliverables

4.1 General

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the department of Justice. The Contractor's resource must provide services and all deliverables in English.

5. Reporting

The consultant will be responsible for report and provide updates on a weekly basis to the technical authority

6. Primary location of work, work site and delivery point

Department of Justice
284 Wellington Street
Ottawa, Ontario
K1A 0H8

And/or the contractor's premises, as required and agreed upon confirmation with the technical authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

7. Language of work

English

8. Travel

No travel is required for this contract

9. Constraints

The consultant will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

10. Confidentiality

The Contractor will be required to sign the "Mutual Confidentiality Agreement".

Department of Justice
CanadaMinistère de la Justice
Canada

Requisition 1000019621

Annex B – Security Requirements Check List (SRCL)

Government of Canada	Gouvernement du Canada	Contact Number / Numéro du contact Contact Person: PS-SRCL#7																																
Security Classification / Classification de sécurité UNCLASSIFIED																																		
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)																																		
<p>1. Designating Government Department or Organization / Ministère ou organisme gouvernemental d'origine : Public Works and Government Services Canada</p> <p>2. Branch or Directorate / Direction générale ou Direction d'acquisition Branch</p> <p>3. a) Subcontractor Number / Numéro du fournisseur sous-traitant</p> <p>b) Name and Address of Subcontractor / Nom et adresse du sous-traitant</p>																																		
<p>4. Brief Description of Work / Brève description du travail : Production Services - Standing Offers and Supply Arrangements</p>																																		
<p>a) Will the supplier require access to Confidential data? Le fournisseur aura-t-il besoin d'accès aux données confidentielles?</p> <p>b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Order? Les fournisseurs auront-ils accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?</p> <p>c) Estimate the type of access required / Indiquer le type d'accès requis</p> <p>d) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or data? La fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des données PROTEGÉES et/ou CLASSIFIÉES?</p> <p>e) Will the supplier and its employees (e.g., contractors, subcontractors partners) require access to restricted access items? Will access to PROTECTED and/or CLASSIFIED information or data be permitted? La fournisseur et ses employés (h. ex. sous-traitants, partenaires d'affaires) auront-ils accès à des articles d'accès restreints? L'accès à des renseignements ou à des données PROTEGÉES et/ou CLASSIFIÉES n'est-il pas autorisé?</p> <p>f) Is there a commercial partner or business relationship with no security stigma? S'agit-il d'un contrat de marchandise ou d'une relation commerciale dans lequel il n'y a pas de stigmate de sécurité?</p> <p>g) If so, what is the type of information that the supplier will be required to possess? Indiquer le type d'information que le fournisseur devra posséder.</p>																																		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>																																
<p>1. b) Estimated restrictions / Restraintes prévues à la diffusion:</p> <table border="1"> <tr> <td>No restringir restrictions</td> <td>All NATO countries</td> <td>No restrain restrictions</td> </tr> <tr> <td>Against restriction relative à la diffusion</td> <td>Tous les pays de l'OTAN</td> <td>Against restriction relative à la diffusion</td> </tr> <tr> <td>Not restringible</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>À ne pas diffuser</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Restricted to / Limité à :</td> <td><input type="checkbox"/></td> <td>Restricted to / Limité à :</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Specify country(ies) / Spécifiez les(s) pays :</td> <td></td> <td>Specify country(ies) / Spécifiez les(s) pays :</td> <td></td> </tr> </table>			No restringir restrictions	All NATO countries	No restrain restrictions	Against restriction relative à la diffusion	Tous les pays de l'OTAN	Against restriction relative à la diffusion	Not restringible	<input type="checkbox"/>		À ne pas diffuser	<input type="checkbox"/>		Restricted to / Limité à :	<input type="checkbox"/>	Restricted to / Limité à :	<input type="checkbox"/>	Specify country(ies) / Spécifiez les(s) pays :		Specify country(ies) / Spécifiez les(s) pays :													
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<p>7. c) Level of classification / Niveau de classification</p> <table border="1"> <tr> <td>PROTECTED A <input checked="" type="checkbox"/></td> <td>PROTECTED A</td> </tr> <tr> <td>PROTECTED A</td> <td>PROTECTED A</td> </tr> <tr> <td>PROTECTED B <input checked="" type="checkbox"/></td> <td>PROTECTED B</td> </tr> <tr> <td>PROTECTED B</td> <td>PROTECTED B</td> </tr> <tr> <td>PROTECTED C <input type="checkbox"/></td> <td>PROTECTED C</td> </tr> <tr> <td>PROTECTED C</td> <td>PROTECTED C</td> </tr> <tr> <td>CONFIDENTIAL</td> <td>CONFIDENTIAL</td> </tr> <tr> <td>CONFIDENTIAL</td> <td>CONFIDENTIAL</td> </tr> <tr> <td>SECRET <input type="checkbox"/></td> <td>SECRET</td> </tr> <tr> <td>SECRET</td> <td>SECRET</td> </tr> <tr> <td>TOP SECRET <input type="checkbox"/></td> <td>TOP SECRET</td> </tr> <tr> <td>TOP SECRET</td> <td>TOP SECRET</td> </tr> <tr> <td>TOP SECRET (SIGHT) <input type="checkbox"/></td> <td>COSMIC TOP SECRET</td> </tr> <tr> <td>TOP SECRET (SIGHT)</td> <td>COSMIC TOP SECRET</td> </tr> <tr> <td>TRES SECRET (SIGN) <input type="checkbox"/></td> <td>TRES SECRET (SIGN)</td> </tr> <tr> <td>TRES SECRET (SIGN)</td> <td>TRES SECRET (SIGN)</td> </tr> </table>			PROTECTED A <input checked="" type="checkbox"/>	PROTECTED A	PROTECTED A	PROTECTED A	PROTECTED B <input checked="" type="checkbox"/>	PROTECTED B	PROTECTED B	PROTECTED B	PROTECTED C <input type="checkbox"/>	PROTECTED C	PROTECTED C	PROTECTED C	CONFIDENTIAL	CONFIDENTIAL	CONFIDENTIAL	CONFIDENTIAL	SECRET <input type="checkbox"/>	SECRET	SECRET	SECRET	TOP SECRET <input type="checkbox"/>	TOP SECRET	TOP SECRET	TOP SECRET	TOP SECRET (SIGHT) <input type="checkbox"/>	COSMIC TOP SECRET	TOP SECRET (SIGHT)	COSMIC TOP SECRET	TRES SECRET (SIGN) <input type="checkbox"/>	TRES SECRET (SIGN)	TRES SECRET (SIGN)	TRES SECRET (SIGN)
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<p>TSO/SC/T 350-163 (2009/12) Security Classification / Classification de sécurité UNCLASSIFIED</p>																																		

Canada

Department of Justice
CanadaMinistère de la Justice
Canada

Requisition 1000019621

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SECURE

Security Classification / Classification de sécurité

UNCLASSIFIED

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui	
Le fournisseur sera-t-il autorisé à des renseignements ou à des biens COMSEC détenus PROTEGÉS et/ou CLASSEÉS?			
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:			
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui	
Le fournisseur sera-t-il autorisé à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?			
Short Title(s) of material / Titre(s) abrégé(s) du matériel :			
Document Number / Numéro du document :			
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGHT TRES SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux:			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont reconnus, un guide de classification de la sécurité doit être fourni.			
10. b) May unaccredited personnel be assigned to positions of the work?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui	
Do personnel sans autorisation éducative pourront être nommés aux postes du travail?			
If Yes, will unaccredited personnel be escorted?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui	
Dans l'affirmative, le personnel non accrédité sera-t-il escorté?			
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui
Le fournisseur sera-t-il tenu de recevoir et d'enstocker sur place des renseignements ou des biens PROTEGÉS et/ou CLASSEÉS?			
11. b) Will the supplier be required to safeguard COMSEC information or assets?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?			
PRODUCTION			
11. c) Will the production (manufacture, under repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?			
Les installations du fournisseur accueilleront-elles la production (fabrication et/ou réparation et/ou modification) de matériel PROTEGÉ et/ou CLASSEÉ?			
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)			
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?			
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉS et/ou CLASSEÉS?			
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?			
Disposera-t-on d'un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?			

TSBISCT 360-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019621

Government du Canada

Contract Number / Numéro du contrat

Contract PG-BRCL37

Security Classification / Niveau de sécurité

SECRET

For users completing the form manually via the summary chart below to indicate the category(ies) and level(s) of information required in the materials
offered or provided.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser la section récapitulative ci-dessous pour indiquer, pour chaque catégorie, les
niveaux de sécurité requis aux instructions du formulaire.

For users completing the form online via the internet, the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies
dans la table récapitulative.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Information Required / Information souhaitée	CLASSIFIED / CLASSIFIÉE			PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIELLE			COMBINED / COMBINEE		
		A	B	C	DESCRIPTION / DÉCRITURE	DETAILS / DÉTAILS	TYPE / TYPE	INFO / INFORMATION PROTEGEABLE	INFO / INFORMATION CONFIDENTIELLE	INFO / INFORMATION SECRET	INFO / INFORMATION PROTEGEABLE	INFO / INFORMATION CONFIDENTIELLE	INFO / INFORMATION SECRET
Information / Documentation / Informations / Documentations													
Information / Documentation / Informations / Documentations													
Information / Documentation / Informations / Documentations													
Information / Documentation / Informations / Documentations													

13. a) Is the description of the work contained within this BRCL PROTECTED and/or CLASSIFIED?

La description du travail indiquée par la présente LVEPS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Yes
 Non

If Yes, classify this form by encircling the top and bottom in the area entitled "Security Classification".
Si Oui, classifiez ce formulaire en encerclant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

13. b) Will the documentation attached to this BRCL be PROTECTED and/or CLASSIFIED?

La documentation annexée à la présente LVEPS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Yes
 Non

If Yes, classify this form by encircling the top and bottom in the area entitled "Security Classification" and indicate with
attachments (e.g. SECRET with Attachments).
Si Oui, classifiez ce formulaire en encerclant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TDSNCT 100-102(2004/10)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

Department of Justice
CanadaMinistère de la Justice
Canada

Requisition 1000019621

Gouvernement
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat
Common PG SRCL#7
Security Classification / Classification de sécurité UNCLASSIFIED

13. Organization Project Authority / Charge de projet en responsabilité			
Nome (prénom) - Nom (en lettres minuscules)	Title - Titre	Signature	
Centralized Professional Services System (CPSS)	Professional Services - Méthode de Supply	<i>Peter Stoma</i>	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-954-0000	613-954-0000	SSPC.CPSS@pwgsc.gc.ca	20120310
14. Organization Security Authority / Responsable de la sécurité de l'organisation			
Nome (prénom) - Nom (en lettres minuscules)	Title - Titre	Signature	
Charron, Arick	SO	<i>Arick Charron</i>	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-954-0010	613-954-1448	arick.charron@pwgsc.gc.ca	March 20, 2012
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) required? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles nécessaires?			
<input type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui			
16. Protection Officer / Agent d'approvisionnement			
Nome (prénom) - Nom (en lettres minuscules)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Nome (prénom) - Nom (en lettres minuscules)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<i>Jacques Saurin</i> 27-MARCH-2012			

Jacques Saurin
 Contract Security Officer, Contract Security Division
 Jacques.Saurin@pwgsc.gc.ca
 Tel/Fax: 613-943-1732 / Fax/Téléc. 613-954-4171

TBS/NSCT 350-102(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Gouvernement du
Canada

Sent to SYSTEMSCO INC

22

DEC 30 2015

Page: 1

Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 02/29/2016

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - - 3720

Contact Name - Personne-ressource

Hyde, Cristina Tel. No - N° de tél.
613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de tél.

613-230-8330

Description - Description

Senior Team

SYSTEMSCOPE FY 2015/16 -

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. AKERLEY

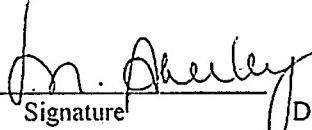
Signature

DEC 24 2015

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.



DEC 24 2015

Signature

Date

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse



CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature

Date

Dec 30, 15

000280

s.19(1)

Gouvernement du
Canada

Sent to SYSTEMSCOPE

Page: 1

DEC 30 2015

Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commander
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 02/29/2016

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - 3720

Contact Name - Personne-ressource
Hyde, CristinaTel. No - N° de tél.
613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de tél.
613-230-8330

Description - Description

Senior Team
SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. AKERLEY

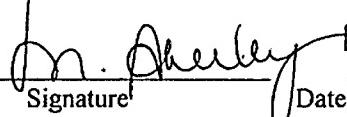
Signature

Date

DEC 24 2015

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.



DEC 24 2015

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

M. AKERLEY

Signature

Date

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature

Date

000281





Gouvernement du
Canada

Page: 3

**Professional Services Contract
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:

<http://www.justice.gc.ca/eng/dept-min/cont/lfc-v1.html>

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:

<http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html>

s.19(1)

Po # 4500126833
Dec. 23/15

Systemscope

December 16, 2015

Marj Akerley
Chief Information Officer
Justice Canada
275 Sparks Street
Ottawa, Ontario K1A 0H8

Dear Ms. Akerley,

Re: Justice Canada – IM/IT Investment Placemat Development

Thank you for the opportunity to assist Justice Canada in the development of an IM/IT Investment Placemat. The purpose of the placemat is to illustrate the corporate ranking criteria and business priorities for senior management, and to demonstrate how these criteria result in the assessment/positioning of IM/IT investment projects. This will allow senior management to make key decisions and discuss potential "trade-offs" while understanding the strategic and operational implications for doing so.

We understand that the IM/IT investment placemat must be completed by February 29, 2016, assuming a start date of January 11, 2016. Systemscope will be tasked with:

- Holding a project initiation meeting with the CIO, Director of the Enterprise PMO Division and select members of their management teams to confirm scope, timeframes, key milestones, respective responsibilities on the project and other items;
- Facilitating engagement sessions with the CIO, Director of the Enterprise PMO Division and management team members on senior audience requirements, specifically the "storyline" of the placemat, desired content and visual attributes;
- Analyzing a number of placemat inputs (IM/IT strategic plans, financial criteria, etc);
- Developing placemat options from a usability and data visualization standpoint; and
- Completing draft (2 iterations maximum) and final placemats for consideration and approval.

We are proposing a senior team comprised of [REDACTED] and [REDACTED] for this assignment. [REDACTED] is a Systemscope [REDACTED] with over 20 years of management consulting experience in the federal government. He most recently led two (2) IM/IT investment placemat development initiatives for Transport Canada (May and November, 2015). [REDACTED] is a senior consultant with Systemscope with over 10 years of consulting experience in management consulting and data visualization. She participated on the IM/IT investment placemat work with [REDACTED] and is working on an investment placemat for Agriculture and Agri-Food Canada.

s.19(1)
s.20(1)(c)

We estimate that this work will take 22 person days of effort at the following rates:

Denis Barbeau - [REDACTED] days @ [REDACTED] diem
Linda Forrester - [REDACTED] days @ [REDACTED] 00/diem

Total [REDACTED] \$ 22,100.00

Our HST number is 123033615RT0001.

Once again, thank you for the opportunity. Please feel free to contact me if you have any comments or questions. We look forward to working with you on this exciting initiative.

Yours truly,

Cc: Katie Hammoud, Director, Enterprise PMO Division
[REDACTED]

Gouvernement du
Canada

s.19(1)

Page: 1

22/

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° N° du contrat	Standing offer N° N° de l'offre à commande
4500126833	E60ZT-120001/275/ZT
Validity Date - Période Valide	

From/De: 01/11/2016 To/A: 03/31/2016

Amendment N°. N° de la modification	Previous Total Total précédent	Inc./Dec. Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
001	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON K1A 0H8	Contractor's name and address - Nom et adresse de l'entrepreneur SYSTEMSCOPE INC. 61A YORK ST OTTAWA ON K1N 5T2 CANADA
Financial codes - Codes financiers 18053 - 15 - 3720	Vendor - Fournisseur 101753
Contact Name - Personne-resource Hyde, Cristina	Tel. No - N° de tél. 613-946-1359

Description - Description Senior Team AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.
End date extended to March 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

FEB 12 2016

Signature K. Hammoud Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Signature Kei Date

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

Signature K. Hammoud Date

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

Signature Date

Feb 22, 2016

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Canada

s.19(1)



Government of
Canada

Gouvernement du
Canada

Page: 2

**Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

Senior Team

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

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Canada



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Canada

Page: 3

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:

<http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html>

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:

<http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/lfc-vl.html>

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Gouvernement du
Canada

s.19(1)

Page: 1

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commander
4500126833	E60ZT-120001/275/ZT
Validity Date - Période Valide	

From/De: 01/11/2016 To/À: 05/31/2016

Amendment N°. N° de la modification	Previous Total Total précédent	Inc./Dec. Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
002	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON K1A 0H8	Contractor's name and address - Nom et adresse de l'entrepreneur SYSTEMSCOPE INC. 61A YORK ST OTTAWA ON K1N 5T2 CANADA
Financial codes - Codes financiers 18053 - 15 - - 3720	Vendor - Fournisseur 101753
Contact Name - Personne-resource Hyde, Cristina	Contact Name - Personne-resource Tel. No - N° de tél. 613-946-1359

Description - Description Senior Team AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016. End date extended to May 31, 2016.
--

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Le contrat est administré selon les lois en vigueur dans la province suivante:

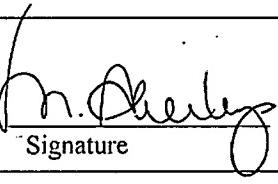
Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

m. Akerley


Signature

FEB 29 2016

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse


Signature

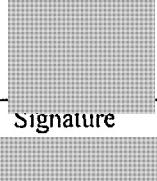
Date

FEB 29 2016

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.



Signature

Date

Feb 29, 2016

000288





Gouvernement du
Canada

s.19(1)

Page: 2

**Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

JM/IT Investment Placemat Development/JM/IT prioritization

Senior Team

AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

JM/IT Investment Placemat Development/JM/IT prioritization

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.



Gouvernement du
Canada

Page: 3

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:
<http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html>

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:
<http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html>

s.19(1)



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - De
COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-301-9709
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal Demande de proposition
 Contract Contrat
 Amendment Modification

Accounting Office Code
Code du bureau comptable
19402

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser No - N° de série
19402 16 9523

Page 1 of 13

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.

Direct Inquiries to: Adresser toutes demandes de renseignements à :
COCONETU, TRAIAN
613-301-9709

Destination
ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement

1940269523

Invoices - Original and two copies are to be sent to.
Factures - Remplir et envoyer l'original et deux copies à :

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/205/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/205/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	CONTRACT DOCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/205/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled "ProServices - Level 3 Programmer/Analyst" dated December 14, 2015.								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

I4C CONSULTING INC.
201-1283 TERON ROAD
KANATA ON K2K 0J7
CANADA

Phone: 613-271-6421

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.

Signature _____ Date _____

Total Estimated Cost
Coût global estimatif

\$ 38,808.72

For the Minister - Réservé au Ministre

[Signature] Jan 11, 2016

Vendor No. - No du Fournisseur

Fax No. - No de Télécopie

143402

JUS 9200-11 (07/2006)

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Prière de retourner immédiatement une copie durant signée.

The Vendor hereby accepts/ack
Le fournisseur reconnaît par les

Signature

Title - Titre (FO 000291) _____
et qu'il l'accepte.



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>3) The Annexes of the Contract.</p> <p>CONTRACT CLAUSES</p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).</p> <p>The following clauses and conditions apply to and form part of the present contract resulting from the bid solicitation number 1000019523:</p> <p>1 Security Requirements</p> <p>The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <ul style="list-style-type: none"> i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC. iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. v. The Contractor/Offeror must comply with the provisions of the: <ul style="list-style-type: none"> a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). <p>2 Statement of Work</p> <p>This bid solicitation is being issued for the requirement of Professional Services Programmer/Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p>3 Standard Clauses and Conditions</p>								



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period from January 15, 2016 to March 31, 2016.</p> <p>4.2 Option to Extend the Contract</p> <p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.</p> <p>Canada may exercise this option at any time by sending a written notice to the Contractor at least five(5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.</p> <p>5 Authorities</p> <p>5.1 Contracting Authority</p> <p>Contact Name: Traian Coconetu Title: Senior Contracting Officer Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca</p> <p>Department Name and Address: Department of Justice Canada 284 Wellington Street, EMB 1251 Ottawa, Ontario K1A 0H8 Canada</p>								

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	<p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.2 Project/Technical Authority</p> <p>Contact Name: Odile Le-Do Title: A/Manager iCase Development and Support Telephone: (613) 302-3549 E-mail address: Odile.Le-Do@justice.gc.ca</p> <p>Department Name and Address: Department of Justice Canada 275 Sparks Street, TSA 12052 Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>5.3 Contractor's Representative</p> <p>Contact Name: [REDACTED] Telephone: 613-614-4148 E-mail address: [REDACTED]@i4c.com</p> <p>6 Proactive Disclosure of Contracts with Former Public Servants</p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p>7 Payment</p> <p>7.1 Basis of Payment</p>								

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	<p>The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>7.1.1 Period of the Contract (From January 15, 2016 to March 31, 2016)</p> <p>Resource : [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>7.1.2 Option to Extend the Contract (From April 1, 2016 to May 31, 2016)</p> <p>Resource : [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>Definition of a Day/Proration for the purpose of this Contract: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.</p> <p>Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked × applicable firm per diem rate) ÷ 7.5 hours.</p> <p>Overtime work The proposed resource must be available to work outside standard working hours during the duration of the Contract. No overtime charges will be authorized under this Contract.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$ 34,344.00. Customs duties are included and Applicable</p>								



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	<p>Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>8 Method of Payment</p> <p>8.1 Monthly Payment</p> <p>Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada. <p>8.2 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice</p>								



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	<p>internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>10 Invoicing Instructions</p> <ul style="list-style-type: none"> a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following address: <p>Department of Justice Canada ISB Internal Services 275 Sparks Street, Room 12006 Ottawa, Ontario K1A 0H8 Attention: Electronic copy to: admin.services-isb@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p>								



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	<p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p>								
	<p>12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.</p> <p>If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p>								
	<p>13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p>								
	<p>14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (d) Annex A, Statement of Work; (e) Annex B, Basis of Payment (f) Annex C, Security Requirements Check List; (g) Supply Arrangement Number E60ZT-120001/205/ZT (the "Supply</p>								



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	<p>Arrangement"); and (h) the Contractor's bid dated December 14, 2015.</p> <p>15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p>17 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p>								



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	<p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>18 Limitation of Liability - Information management/Information Technology</p> <p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <p>i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <p>A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";</p> <p>B. physical injury, including death.</p> <p>ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p>								



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	<p>iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.</p> <p>v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <p>A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and</p> <p>B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally</p>								



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	determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing. ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality. iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.								
19	Intellectual Property Infringement and Royalties								
1.	The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
2.	If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								

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	<p>3. The Contractor has no obligation regarding claims that were only made because:</p> <p>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p>								
00010	<p>Programmer/Analyst Lev.3- [REDACTED]</p> <p>Financial Codes Codage financier 0130-18061-15-502365-3720 -4080</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2016.01.15	2016.03.31	19402	[REDACTED]	[REDACTED]	13%	4,464.72	38,808.72

s.19(1)
s.20(1)(c)



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Canada

From - De
PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and one F.O.B. (including all delivery charges), destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. Le taux et les taxes sur les marchandises et services (TPS) n'ont pas comprises dans les prix indiqués. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/458/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/458/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee / Val. Limit Tarif/Vel. limite	GST% %TPS	GST Total Total TPS	Total
00010	Facilitation Services for PB Retreat Lise Clement/Fiona Wright Financial Codes Codage financier 0130-72000-15--3750 -1100 The currency of this P.O. is - La devise de ce bon est : CAD	2016.01.28	2016.03.31	19046			13%	390.00	3,390.00

Solicitation closes - L'invitation à soumissionner prend fin le
At - A 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereafter. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

On - Le
Name and address of Vendor - Nom et adresse du fournisseur
LANSDOWNE TECHNOLOGIES INC.
275 SLATER ST UNIT 1001
OTTAWA ON K1P 5H9
CANADA
Phone: 613-236-3333

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles

PR 1000019955 on file

Signature _____ Date _____

Total Estimated Cost
Coût global estimatif

\$ 3,390.00

For the Minister - Réserve au Ministre

K.Pordonick

Vendor No - No du Fournisseur Fax No - No de Télécopie
125505 613-236-4440
JUS 8200-11 (0772006)

I accept the terms and conditions specified herein.
Ma offre est acceptée aux conditions exposées dans les présentes.

are requested to supply
ce indicated herein.
Nous vous demandons de
fournir ce qui est précisé
dans les présentes.

Return the signed copy forthwith.
Préfère de retourner immédiatement
une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat.



CONTRACT SPECIFICATIONS

The following clauses and conditions apply to and form part of the resulting contract:

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.4 The Contractor must comply with the provisions of:
 - a. Security Requirements Check List attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Facilitation Professional Services for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Elizabeth Hendy
Director General, Programs Branch
Department of Justice Canada



284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4344
Email: Elizabeth.Hendy@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-236-333 [REDACTED]
Email: [REDACTED]@lansdowne.com

6. Payment

6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$3,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

8. Accounts and Audit

- 8.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 8.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 8.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 8.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

10.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

11. Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Supply Arrangement Number E60ZT-120001/458/ZT; and
- (f) the Contractor's bid dated January 20, 2016.

14. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15. Replacement of Specific Individuals

15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that



the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

16 Ownership

- 16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



ANNEX A – STATEMENT OF WORK

The facilitator(s) will deliver a half-day workshop for the Programs Branch on February 2, 2016. The purpose of the workshop to develop a “Storyline” for the Programs Branch by engaging employees in a number of activities and dialogue to gain a better understanding of each Directorates contribution to the Branch, and how the Branch forms a valuable part of “Canada’s Legal Team”.

The facilitator will:

- Work in collaboration with the Programs Branch Planning Committee to confirm ideal workshop outcomes, and design the agenda for the workshop, including its process and methodology.
- Deliver an energized half-day workshop in English and French, using a collaborative approach, ensuring that the workshop achieves the desired outputs.
- Ensure a variety of applications are experienced by participants, including ‘LEGO Serious Play’ and guide discussions based on emerging themes or areas requiring deeper discussion.
- Following the workshop, provide the Programs Branch Planning Committee with a workshop summary in a visual format.
- Provide the Programs Branch with a post-event satisfaction survey that can be customized.
- Administer the survey and provide a copy of the report from the online survey tool.

Deliverables:

- Finalized workshop overview and agenda
- Experiential workshop using ‘LEGO Serious Play’
- Draft and Final Workshop summary in visual format
- Post Event satisfaction survey and results

s.19(1)
s.20(1)(c)



Gouvernement du
Canada

From - Ded

BEAUV AIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition

Contract Contrat

Amendment Modification

Supply Arrangement Solicitation/Contract

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Accounting Office Code
Code du bureau comptable
19399

Requisition No. - Demande
Ord. Off. - Bur. demand. Yr. - An. Ser. No. - N° de série
19399 16 9943

Page 1 of 1
Inspection Agency - Chargé de l'inspection

Consignee at
destination unless
specified herein.
Destinataire au point
de destination sauf
si indiqué ci-dessus.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
BEAUV AIS-LEFORT, M
613-952-2243

Destination
CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/786 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/786 sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	ERP Functional Analyst Level 2 - SAP Financial Codes Codage financier 0130-20042-15--3720 -4050 The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.02	2016.03.31	19399			13%	2,762.50	24,012.50

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

BEYOND TECHNOLOGIES CONSULTING INC
3600-111 DUKE ST
MONTREAL QC H3C 2M1
CANADA

Phone: 613-858-2788

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB

Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PA 100019413 on 1/10

Date

For the Minister - Réservé au Ministre

Vendor No. - No. du Fournisseur

Fax No. - No. de Télécopie

143512

JUS 9200-11 (07/2006)

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X

Signature

Title - Titre

000310



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019943

**ProServices
Medium Complexity (MC)
For Directed Contracts below 25K**

Resulting Contract Clauses
E60ZT-120001/786/ZT

1. Security Requirement

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE
COMMON-PS-SRCL#19**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) ERP Functional Analyst – Intermediate for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

s.19(1)



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019943

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 2, 2016 to March 31, 2016.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Claudie Besner
Manager Financial System, FPB
Management Sector
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 290-0181
E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[REDACTED]
111 Duke Street, Suite 3600
Montreal (Quebec) H3C 2M1
Telephone: 613-858-2788
E-mail: [REDACTED]@beyondtechnologies.ca

s.19(1)

s.20(1)(c)



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019943

7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees

Resource: [REDACTED]

Per Diem Rate: [REDACTED]

Level of Effort: up to a maximum of [REDACTED] days

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,250.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed; or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.



To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition 1000019943

evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/786/ZT
- f. The Contractor's bid

12. Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



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17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annex A – Statement of work

1. Title

ERP Functional Analyst Level 2 – Sales Distribution Module (SAP)

2. Objective

Create a Working Prototype (in SBX) to accommodate the New Advance Billing Model in regards with the Legal Service Review Wave II for Cost Recovery starting at the Department of Justice in 2016-2017.

3. Requirement

The scope of the work will include the addition of a new business requirement for the Cost Recovery Process at Justice. In addition of the current process (monthly billings), now, advance billing will be performed for clients above \$200k (yearly forecast). Billings will be done 3 times a year (50% in May, 40% in August and 10% in Nov). The revenue will be recognized monthly against actual costs.

4. Tasks and Deliverables

- Identify, evaluate, recommend and implement SAP configuration solution(s) to support advance billing for identified clients under the advance billing regime.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the generation of advance billing journal entry transactions the clients above \$200k. (prepaid)
- Identify, evaluate, recommend and implement configuration solution(s) to support the Cost Recovery Recognized Revenue Process for clients above \$200K.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the Monthly Billing Process for FI invoices for clients over \$200K

5. Deliverables and Acceptance Criteria

- Configuration and testing to be completed by March 31st in Sandbox for new fiscal year starting April 1st, 2016
- Documentation of all steps for configuration and development to allow Justice to reproduce work in the Department of Justice IFMS landscape.

6. Access to Systems

The Contractor will be given access to SAP system including all landscapes

7. Primary location of work, work site and delivery point

Department of Justice
284 Wellington Street
Ottawa, Ontario
K1A 0H8



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Canada

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8. Travel

No travel is required for this contract



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Annex B – Security Requirements Check List (SRCL)

Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat Contract PS-5904-V10
Organization / Gouvernement Department or Organization / Ministère du gouvernement administratif ou ministère du Canada		Security Classification / Classification de sécurité UNCLASSIFIED
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVER3)		
1. Contracting Authority / Autorité contractante / Contracting Authority / Autorité contractante		2. Branch or Directorate / Direction / Direction et Direction
3. a) Subcontractor Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Printed Services - Building Codes and Safety Requirements		
5. a) Will the supplier handle sensitive to Classified Goods? / Le fournisseur aura-t-il accès à des marchandises sensibles?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out		
6. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulation? / Le fournisseur aura-t-il besoin d'accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out		
7. Indicate the type of access required / Indiquer le type d'accès requis		
a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or classified? / Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTEGÉS et/ou CLASSIFIÉS?		
<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Out		
Specify the level of access using the chart in Question 7. c) / Spécifier le niveau d'accès en utilisant la table qui suit à la question 7. c)		
b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / No access to PROTECTED and/or CLASSIFIED information or areas is permitted. / Le fournisseur et ses employés (e.g. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out		
c) Is the contractor's customer or supplier requirement with no overclassification? / Il n'y a pas de restriction de classification au-delà de celle de l'entreprise cliente ou fournieur?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out		
8. Indicate the type of information that the supplier will be required to accept / Indiquer le type d'information que le fournisseur devra accepter		
a) Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>
b) Restricted Information / Restrictions préliminaires à la classification		Foreign / Étranger <input type="checkbox"/>
No access restrictions / Aucune restriction relative à la classification		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Sensitive <input type="checkbox"/>		No foreign restrictions / Aucune restriction relative à la classification <input type="checkbox"/>
Not necessary <input type="checkbox"/>		
Any can't filter <input type="checkbox"/>		
Restricted to / Limite à : <input type="checkbox"/>		Restricted to / Limite à : <input type="checkbox"/>
Specify country(ies) / Preciser le(s) pays :		Specify country(ies) / Preciser le(s) pays :
9. c) Level of Information / Niveau d'information		
PROTECTED A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED <input type="checkbox"/>
PROTECTED B <input type="checkbox"/>		NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED C <input checked="" type="checkbox"/>		NATO RESTRICTED <input type="checkbox"/>
PROTECTED D <input type="checkbox"/>		NATO DIFFUSION RESTRIE ^E TE <input type="checkbox"/>
CONFIDENTIAL <input checked="" type="checkbox"/>		NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIEL <input type="checkbox"/>		NATO SECRET <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>		NATO SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		COSMIC TOP SECRET <input type="checkbox"/>
TRES SECRET <input type="checkbox"/>		COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGHTED) <input type="checkbox"/>		
TRES SECRET (SIGHTED) <input type="checkbox"/>		
TOP SECRET (REFUGED) <input type="checkbox"/>		
TRES SECRET (REFUGED) <input type="checkbox"/>		
PROTECTED A <input type="checkbox"/>		PROTECTED A <input type="checkbox"/>
PROTECTED B <input type="checkbox"/>		PROTECTED B <input type="checkbox"/>
PROTECTED C <input type="checkbox"/>		PROTECTED C <input type="checkbox"/>
PROTECTED D <input type="checkbox"/>		PROTECTED D <input type="checkbox"/>
CONFIDENTIAL <input type="checkbox"/>		CONFIDENTIAL <input type="checkbox"/>
CONFIDENTIEL <input type="checkbox"/>		CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>		SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRES SECRET <input type="checkbox"/>		TRES SECRET <input type="checkbox"/>
TOP SECRET (SIGHTED) <input type="checkbox"/>		TOP SECRET (SIGHTED) <input type="checkbox"/>
TRES SECRET (SIGHTED) <input type="checkbox"/>		TRES SECRET (SIGHTED) <input type="checkbox"/>
TOP SECRET (REFUGED) <input type="checkbox"/>		TOP SECRET (REFUGED) <input type="checkbox"/>
TRES SECRET (REFUGED) <input type="checkbox"/>		TRES SECRET (REFUGED) <input type="checkbox"/>

TE-2/SCT 300-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED / NON CLASSE

Canada

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s.19(1)
s.20(1)(c)

Government of Canada	Gouvernement du Canada	Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
From - Dd		Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No. - Demande Ord. Off. - Buv. demand.	Yr. - An. 16	Serial No. - N° de série 0101	Page 1 of 1				
BRAUVAIS-LEPORT, M NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0R8 CANADA PHONE: 613-952-2243 FAX:		Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	19147								
		Request for proposal: <input type="checkbox"/> Demande de proposition	Designation HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, ZAHINDA (946-7476) 275 SPARKS ST ROOM 8121 OTTAWA ON K1A 0H8 CANADA								
		Contract <input checked="" type="checkbox"/> Contrat									
		Amendment <input type="checkbox"/> Modification									
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and taxes (including GST), unless otherwise specified. All costs associated with shipping, handling and insurance (including F.O.B. destination delivery charges) are specified herein; mandatory taxes are not applicable for promotional items, see the Supply Arrangements.											
All invoices, shipping bills and packing slips must indicate the number indicated in this box. La numéro figurant dans la boîte ci-dessus doit être indiqué dans toutes les factures, tous les commandements et tous les bordereaux d'expédition.											
Invoices - Reçus et deux copies sont à transmettre à : Fournisseur - Recipient et envoier l'original et deux copies à : HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, ZAHINDA (946-7476) 275 SPARKS ST ROOM 8121 OTTAWA ON K1A 0H8 CANADA											
Unless otherwise indicated in the presentées par la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadien et le taxe d'accise partent compris. Le taxe sur les produits et services (TPS) n'est pas compris dans les prix indiqués. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent tous les frais d'expédition, de manutention et d'assurance (y compris les frais de livraison au point de destination spécifié) indiqués dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes promotionnelles, voir l'Arrangement en matière d'approvisionnement.											
1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer. 2. The terms and Conditions set out in CSC Supply Arrangement Serial No. E602T-120001/501 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/501 sont incorporées dans les présentes.											
Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Avail. Limit Taux/Vat. Unité	GST % VAT %	GST Total Total TPS	Total		
00010	Design & facilitation support	2016.02.12	2016.03.31	19147			13%	726.00	6,328.00		
00020	Design & facilitation support	2016.02.12	2016.03.31	19147			13%	420.00	3,658.38		
<p>Financial Codes Codage Financier 0130-19051-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>											
<p>Solicitation clauses - Invitations à soumissionner prend fin le AI-A 03/09/02</p> <p>Le fournisseur offre et convient de vendre au Ministre, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services set out herein and on any attached sheets at the price(s) set out hereon. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les deux, énumérés dans les présentes et dans toute autre aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur avenirront être considérées comme des offres d'achat.</p>											
<p>Name and address of Vendor - Nom et adresse du fournisseur DENNERY RESOURCES 108 BOFORF ST OTTAWA ON K1L 6Z6 CANADA Phone: 613-857-5149</p> <p>Name and title of person authorized to act on behalf of Vendor (Name or initials)</p>											
<p>For your review and acceptance to the extent specified herein. Votre offre est acceptée aux termes et conditions exposées dans les présentes.</p> <p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précis dans les présentes.</p> <p>Please sign copy furnished. Prélevez la copie fournie et renvoyez immédiatement une copie correctement signée.</p> <p>The Vendor hereby accepts/acknowledges this contract. Le fournisseur accepte/connaitre cette convention.</p>											
<p>Total Estimate Cost Coût global estimé \$ 9,986.38</p> <p>P.O. 100000101 on file Date 2/12/2016 Telephone No. - N° de Téléphone 107043</p> <p>For the Manager - Fournisseur au Ministre Signature C.J.</p>											



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Ministère de la Justice
Canada

Requisition No. 1000020101

Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED Information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 12, 2016 to March 31st, 2016.

S.19(1)



Department of Justice
Canada

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Canada

Requisition No. - 1000020101

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Beverly Charette
Director of Contracting and Materiel Management
Department of Justice Canada
Ottawa, ON K1A 0H8

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Michel Brazeau
Director General
Human Resource
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-941-1867
E-mail address: michel.brazeau@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[REDACTED]
108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: [REDACTED]@dennery.ca

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$8,837.50 Customs duties are included and Applicable Taxes are extra.

s.19(1)
s.20(1)(c)



Department of Justice
Canada

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Canada

Requisition No. - 1000020101

Consultant: D. Denney
Per Diem Rate: \$1,600.00 plus taxes

Consultant: M. Domagalski
Per Diem Rate: \$925 plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
Step I: Prepare	day	
Step II: Design	day	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:	days	days
Professional Fees:	\$5,600.00	\$3,237.50
Sub-total	\$8,837.50	
HST	\$1,148.87	
TOTAL	\$9,986.37	

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$8,837.50. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 – Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 – Payment Period and Article 21 – Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



Department of Justice
Canada

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Canada

Requisition No. - 1000020101

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Solange Labbé
Administrative Assistant
Human Resources Branch
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-946-7476
E-mail: solange.labbe@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E80ZT-120001/501/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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16. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



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Annexe A – Statement of Work

- 1 TITLE**
Design and facilitation support for the Human Resources Branch Executive Retreat to be held on February 16th and 17th, 2016
- 2 OBJECTIVE**
Facilitate in-depth conversations about the impact of change on staff and service operations, as well as priorities for your business transformation for the coming year.
- 3 BACKGROUND STATEMENT**
The Human Resources Branch is organizing an executive retreat focused on Leadership in Service Excellence. This retreat is key to bringing the extended management team up to date regarding organizational changes and aligning team efforts to deliver on priorities for the coming year.
- 4 REQUIREMENT DESCRIPTION**
Provide design and facilitation at a Human Resources Executive Retreat February 16 and 17, 2016.
- 4.1 Scope**
Preparation:
 - Meet lead organizers; familiarize with documentation**Design:**
 - Develop facilitated approach for Change Management
 - Provide overall advice on the Agenda
 - Development/adaptation of meeting materials and handouts**Facilitate:**
 - Facilitation of the two-day retreat
 - Debrief after Day 1 and review of highlights**Document:**
 - Familiarization with background plans/reports
 - Detailed note taking during the retreat
 - Synthesis Report post retreat
- 4.2 Tasks / Detailed Services**
Step I: Prepare – Meet with lead organizers; familiarize with documentation
 - Two meetings with leaders to agree on overall approach and clarify deliverables.
 - Review documentation regarding plans and priorities in relevant areas.



Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Step III: Facilitate

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.3 Deliverables and Acceptance Criteria

Step I: Prepare -- Meet lead organizers; familiarize with documentation

- Two meetings (1 teleconference and 1 in person) with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Step III: Facilitate

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.4 Language Requirements

- Facilitation services will be provided in both official languages
- Meeting materials and handouts will be bilingual
- Synthesis Report post retreat will be prepared in English

4.5 Location of Service Delivery

Ottawa, Ontario (National Capital Region)



Government of
Canada

Gouvernement du
Canada

s.19(1)
s.20(1)(c)

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.

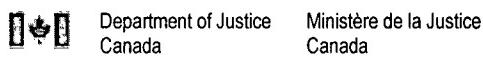
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/259/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/259/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	L3 Enterprise Architect - [REDACTED] Financial Codes Codage financier 0130-19090-15-502291-3720 - 4070 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294	[REDACTED]	[REDACTED]	13%	2,808.00	24,408.00

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le	The fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR 10000020112 on file Signature _____ Date _____	
Name and address of Vendor - Nom et adresse du fournisseur PROTAK CONSULTING GROUP INC 1100-343 PRESTON ST OTTAWA ON K1S 1N4 CANADA Phone: 613-866-2449	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées) [REDACTED]	02/25/2016 613.866.2449 Date Telephone No. - N° de téléphone Total Estimated Cost Coût global estimatif \$ 24,408.00	
Vendor No. - No du Fournisseur 143252	Fax No. - No. de Télécopie 613-249-3996	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes. You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes. Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.



Contract # 1929460112
Protak Consulting Group Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of an Enterprise Architect to assist with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Mike Maadarani

3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

s.19(1)

s.20(1)(c)

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to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-866-2449
Email: @protakgroup.com

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: Mike Maadarani

Category: Senior Application/Software Architect

Firm Per Diem Rate: \$1,200.00

Estimated Level of Effort: up to a maximum of 18 days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.



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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:
Catherine Charbonneau
Project Support Officer
Department of Justice Canada
275 Sparks Street, Ottawa ON, K1A 0H8
Telephone: 613-863-5383
Email: Catherine.Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



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10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/259/ZT; and
- (h) the Contractor's bid dated January 18, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



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15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

- a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
- b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

- a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to



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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



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ANNEX A – STATEMENT OF WORK

1. TITLE

Enterprise Architect – MS SharePoint – Enterprise Search

2. BACKGROUND

The Department of Justice (JUS) has identified the need for search capabilities. With that said, an enterprise architect is required to assist JUS with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies. As part of this strategy, the connection of metadata from business to technical will be required to improve search results and at the same time plan for search server improvements considering the amount of data that needs to go through.

3. REQUIREMENT

The Contractor will be required to provide:

- Enterprise Search Strategy for search requirements using SharePoint 2013 that will address:
 - Indexing of files and information across the SharePoint infrastructure
 - Serving a range of user requirements, from complex research to simple fact checking, and supporting business-critical processes through customized search capabilities;
 - While respecting all document-level security restraints imposed by the originating content repositories involved
- Strategy for crawl function for GCDOCS and plan for federated search

4. TASKS AND DELIVERABLES

A report will need to be completed by the Contractor. The Contractor will also be responsible for providing updates on a weekly basis to the Project Authority. All tasks/deliverables will need to be completed before March 31, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

8. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

s.19(1)
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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19294	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19294 16 0113	Page 1 of 1
				Inspection Agency - Chargé de l'inspection
Clausules (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA		Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.
Request for proposal <input type="checkbox"/> Demande de proposition				Direct inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-946-9012
Contract <input checked="" type="checkbox"/> Contrat				
Amendment <input type="checkbox"/> Modification				
be in Canadian funds and include applicable Canadian customs included from unit prices. GST is extra as applicable to the unit packing, packaging and are F.O.B. (including all delivery charges) for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box		Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.
		1929460113		Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :
		Amendment No.-No. de la modification	Previous Value - Valeur précédente	DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA
		Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé	

and any other person authorized to act on the Minister's behalf.

toute autre personne désignée pour le remplacer.

it Serial No. E60ZT-120001/426/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

ovisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/426/ZT

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
st - on SP2013 sites	2016.02.25	2016.03.31	19294			13%	2,870.40	24,950.40
Amount Montant 1-3720 -4070 22,080.00								
P.O. is - La devise de ce bon est : CAD								
The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.						State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.		
Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.						F.O.B. Point - Point FAB Destination		
						Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.		
						PR 1000020113 on file Signature _____ Date _____		
						Total Estimated Cost Coût global estimatif \$ 24,950.40	For the Minister - Réservé au Ministre R.Pordonick	
Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.		du présent contrat et qu'il l'accepte. Tome - Tome		

s.19(1)
s.20(1)(c)



Gouvernement du
Canada

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/426/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/426/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
										Amount Montant
00010	Senior SharePoint Architect - Accessibility Testing on SP2013 sites Financial Codes Codage financier 0130-19090-15-502291-3720 -4070 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294			13%	2,870.40	24,950.40	
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.						State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.		
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.						F.O.B. Point - Point FAB Destination		
Name and address of Vendor - Nom et adresse du fournisseur ORANGUTECH INC. 204-116 ALBERT ST OTTAWA ON K1P 5G3 CANADA Phone: (613) 355-9835		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)						Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR 1000020113 on file Signature Date		
Vendor No. - No. du Fournisseur 128878		Signature Date Telephone No. - N° de téléphone Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.						Total Estimated Cost Coût global estimatif \$ 24,950.40		
Fax No. - No. de Télécopie JUS 9200-11 (07/2006)		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.						The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.		
								Signature		
								Title - Titre		



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Canada Ministère de la Justice
Canada

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Orangutech Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Application/Software Architect to complete a Digital Workspace Accessibility Assessment for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Graeme Jones

3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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s.20(1)(c)



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to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-288-2840 ext. [REDACTED]
Email: [REDACTED]@orangutech.com

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: [REDACTED]

Category: Senior Application/Software Architect

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of [REDACTED] days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,080.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.



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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:
Catherine Charbonneau
Project Support Officer
Department of Justice Canada
275 Sparks Street, Ottawa ON, K1A 0H8
Telephone: 613-863-5383
Email: Catherine.Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



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Canada

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Orangutech Inc.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/426/ZT; and
- (h) the Contractor's bid dated January 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



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15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

- a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
- b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

- a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to



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Canada

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

ANNEX A – STATEMENT OF WORK

1. TITLE

Department of Justice Canada Digital Workspace Accessibility Assessment

2. BACKGROUND

The Department of Justice (JUS) Digital Workspace Team has a need to acquire professional services to assist with their SharePoint 2013 accessibility and usability review.

3. REQUIREMENT

The Contractor will be required to provide:

- A thorough WCAG 2.0 A and AA compliance review report of the JUS SharePoint 2013 platform against current Government of Canada Web Accessibility Standards , including, site templates, web pages, document libraries, and lists;
- Identify specific SharePoint features and functionality that do not meet the Government of Canada Web Standard and offer recommended solutions for improving compliance;
- Review SharePoint 2013 from the perspective of defined Persons with Disabilities (PWDs) and offer practical solutions and workarounds for improving their user experience with this tool.
- Conduct a workshop for 4 – 8 people to review the recommendations and discuss practical ways to implement solutions and how to engage PWDs when identifying and defining solution requirements.
- Consult with PWD users and stakeholders to help ensure that our Digital Workspace efforts are aligned to help provide reasonable accommodations to help them work digitally.

4. TASKS AND DELIVERABLES

The Contractor will be responsible for providing:

- An on-premise SharePoint 2013 Web Accessibility and WCAG 2.0 A and AA compliance audit, and written report with compliance and usability related recommendations;
- Provide an onsite 2-3 three day advanced web accessibility solution workshop to the technical team
- Provide a 4 hour workshop to Digital Workspace Business Analysts and relationship managers to improve our awareness and responsiveness to helping to address accessibility needs related client engagement and business requirements gathering process.
- Engage Persons with Disabilities and EE stakeholders as necessary to understand their needs and concerns with respect to the Digital Workspace and offer strategies and advice to facilitating their transition and support to the Digital Workspace.

5. REPORTING REQUIREMENTS

The Contractor will be required to complete the SharePoint 2013 compliance and usability assessment and submit the written report no later than March 31, 2016.

6. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to conduct his primary assessment on-site under the supervision of a technical team member, and will not have access to the premise outside of normal working hours. Likewise, all training and debriefing sessions will be contacted on premise at the following location:

Department of Justice
284 Wellington Street
Ottawa, Ontario
K1A 0H8

7. LANGUAGE OF WORK

All deliverables will be provided in English.

8. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

9. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

s.19(1)
s.20(1)(c)



Gouvernement du
Canada

From - Ded
PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable		Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série		Page 1 of 1	
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		19219		19219 16 0306			
Request for proposal <input type="checkbox"/> Demande de proposition		Destination				Inspection Agency - Chargé de l'inspection	
Contract <input checked="" type="checkbox"/> Contrat		RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA				Consignee et destination unless specified herein. Destinataire au point de destination sauf si Indiqué ci-dessus.	
Amendment <input type="checkbox"/> Modification						Direct inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-946-9012	
<p>All invoices, shipping bills and packing slips must include this number. Le numéro figurant dans cette case doit être indiqué dans toutes les factures, toutes les connaissances et tous les bordereaux d'accompagnement.</p> <p>1921960306</p> <p>Invoice - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :</p> <p>RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA</p> <p>Amendment No. - N° de la modification Previous Value - Valeur précédente</p> <p>Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé</p>							

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/388/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/388/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
00010	Senior Financial Specialist -	2016.03.03	2016.04.30	19219			13%	1,768.00	15,368.00	
00020	Senior Financial Specialist -	2016.03.03	2016.04.30	19219			13%	520.00	4,520.00	
				Amount Montant	17,600.00					
<p>Financial Codes Codage financier 0130-20050-15---3750 -4050</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>										
<p>Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00</p> <p>On - Le</p> <p>Name and address of Vendor - Nom et adresse du fournisseur SAMSON & ASSOCIÉS 85 VICTORIA ST GATINEAU QC J8X 2A3 CANADA Phone: 819-772-0044</p>				<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans tous les annexes aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un rés de vente.</p> <p>Vendor (type or print) le fournisseur (en lettres moulées)</p> <p>03/03/16 Date Telephone</p> <p>Your offer is accepted to the Vendor hereunder. Votre offre est acceptée aux conditions exposées dans les présentes.</p> <p>You are requested to supply as indicated herein. Nous vous demandons de tourni ce qui est précisé dans les présentes.</p> <p>Return the signed copy forthwith. Préparez de retourner immédiatement une copie signée.</p> <p>The Vendor hereunder Le fournisseur reconnaît par la présente d'avoir accepté ce contrat. à connaissance du présent contrat et qu'il l'accepte.</p> <p>KPordonicklo</p>						
Vendor No. - N° du Fournisseur 114386	Fax No. - N° de Télécopie 819-595-9094	JUS 9200-11 (07/2006)	Date Signature	Total Estimated Cost Coût global estimatif \$ 19,888.00	For the Minister - Réservé au Ministre Title - Titre					



Department of Justice
Canada

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Samson & Associés

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to complete salary forecasting analysis and process review for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

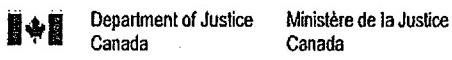
3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Pamela Grochot

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

s.19(1)

s.20(1)(c)

 Department of Justice Ministère de la Justice
Canada Canada

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5.3 Contractor's Representative

Telephone: 819-772-0044 ext. [REDACTED]
Email: [REDACTED]@samson.ca

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract.
Customs duties are included and Applicable Taxes are extra.

Resource: [REDACTED]

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of [REDACTED] days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$17,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General



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Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Nadine Desjardins

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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Canada**

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
 - (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity);
 - (c) Annex A, Statement of Work;
 - (d) Annex B, Security Requirements Check List;
 - (e) Annex C, Recipient Electronic Payment Registration Request Form;
 - (f) Supply Arrangement Number E60ZT-120001/388/ZT; and
 - (g) the Contractor's proposal dated March 1, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
 - 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
 - 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
 - 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

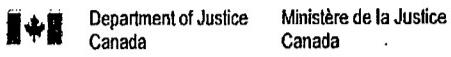
15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in

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death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



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ANNEX A – STATEMENT OF WORK

1. TITLE

Salary Forecasting Analysis and Process Review

2. BACKGROUND

The SAP Salary Forecasting Tool (SFT) is both a forecasting and expenditure management tool. It is designed as a financial analysis tool (not a Human Resource System) which allows managers to forecast:

1. Planned & Vacant Positions
2. Employee Salaries
3. Employee Allowances (bilingual bonus, etc.)
4. Global Costs (overtime, payment in lieu of leave, etc.)

There are several benefits to using SFT including:

- Planning and managing annual salary costs
- Identifying irregular salary expenditures (overtime, pay in lieu, parental leave allowance, etc.)
- Accessing real time data from a single system
- Improved reporting

It is important to note that there will always be variances in the forecast as a result of timing differences between the period of the forecast and the period that the salary is actually paid to the employee and posted in SAP. However, variances are also created by incomplete or improper data entry.

3. REQUIREMENT

The Contractor's resource will be required to complete a salary forecasts review and update. The Contractor's resource will review and reconcile/compare the SAP SFT data, review all planned staffing actions and work with Financial Management Advisors (FMAs) as needed to make changes/corrections.

The resource will also be required to develop a process and guide for all SFT users. This guide on the business process will ensure that a standardized approach is used across the Department and will complement the IFMS/SFT training (system input). Existing process maps and guides will need to be updated and the Financial Planning and Budgeting Manager and Director or Resource Management Division will need to be briefed on the revised process/guide.

4. TASKS AND DELIVERABLES

Task A:

Review the SAP Salary Forecasting Tool (SFT) data and compile all anomalies in the employee action codes used in all departmental cost centres (for example Leave Without Pay with no end date)

Task B:

Reconcile/compare SFT data (employee, position, global forecasts) including action codes to actual pay files and/or FMA/manager planned staffing records to identify and compile errors/anomalies.

Task C:

Review all planned staffing actions:

- Confirm dates and positions
- Identify if start date is reasonable and achievable
- Analyze all records that appear erroneous
- Follow up with Financial Management Advisors (FMAs) to confirm data in SFT represents fairly the managers' actual and anticipated workforce

Task D:

Consult with FMAs to:

- Confirm their understanding of managers' planned staffing requirements and employment/pay status of current employees.
- As needed, advise/notify them of required changes/corrections

Deliverable Due Date: Task A-D

Salary forecasts review and update must be completed by March 31, 2016



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Task E:

Following the above review (Task A to D), develop a process and a guide for all SFT users which will include:

- How to avoid most common SFT errors and correct them if required
- A checklist (step by step) to guide SFT users when and how to record and correct information in SFT.

Task F:

Review and, as needed, modify existing SFT reference guides and process maps and/or develop a new guide to improve user efficacy, reduce error rates and/or facilitate trouble shooting/correction of common errors.

Task G:

Brief Financial Planning and Budgeting Manager and Director or Resource Management Division on revised process/guide.

Deliverable Due Date: Task E-G

Guide for all SFT users, modification of SFT reference guides and process maps and/or development of new guide, and briefing must be completed by April 30, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

S.19(1)
S.20(1)(c)



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Canada

From - Dst
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and one F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise porteraient compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix. La TPS est exclue de la facture (FAB) estimée. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable 19294	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19294 16 0342	Page 1 of 2
Classes (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	Inspection Agency - Chargé de l'inspection		
Request for proposal <input type="checkbox"/> Demande de proposition	Destinataire DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)	Consignee et destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.	
Contract <input checked="" type="checkbox"/> Contrat	Direct Inquiries to: Adress toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243		
Amendment <input type="checkbox"/> Modification			
All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les documents et tous les bordereaux d'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :	
	1929460342	DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)	
Amendment No.-No. de la modification	Previous Value - Valeur précédente		
Inc/Decr. - Aug/Dim.	Revised Value - Montant Révisé		

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/802/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/802/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. Limite	GST% %TPS	GST Total Total TPS	Total
00010	Senior HR Consultant - [REDACTED]	2016.03.09	2016.07.31	19294	[REDACTED]		13%	247.00	2,147.00
00020	Intermediate HR Consultant	2016.03.09	2016.07.31	19294	[REDACTED]		13%	224.25	1,949.25
00030	Senior HR Consultant - [REDACTED] FY 16-17	2016.03.09	2016.07.31	19294	[REDACTED]		13%	370.50	3,220.50
00040	Intermediate HR Consultant	2016.03.09	2016.07.31	19294	[REDACTED]		13%	1,345.50	11,695.50

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	Such point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.			
On - Le	Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toutes annexes aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB - - - - - Destination - - - - - Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.			
Name and address of Vendor - Nom et adresse du fournisseur FAST TRACK STAFFING INC. 202C-1960 SCOTT ST OTTAWA ON K1Z 8L8 CANADA Phone: 613-695-9800	Name and title of person authorized to sign on behalf of Vendor (Type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (Saisissez ou imprimez)	Total Estimated Cost Coût global estimatif \$ 19,012.25 Signature _____ Date _____ For the Minister - Réserve au Ministre Mélanie B 2016-03-02			
Vendor No. - No. du Fournisseur 143645	Fax No. - No. de Télécopie 613-482-5000	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the signed copy forthwith. Préparez de retourner immédiatement une copie dûment signée.	The Vendor has no comment to make on this contract. Le fournisseur n'a rien à dire sur ce contrat.



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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Financial Codes Codage financier 0130-18062-15--3720 -4080</p> <p>-----</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande
Ord. Off - Bur. demandé Yr. - Ann. Ser. No. - N° de série
19294 16 0342

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**Resulting Contract Clauses
E60ZT-120001/802/ZT**

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of four (4) Human Resource Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 9, 2016 to July 31st, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

s.19(1)



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Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais Lefort
Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Violet Fox
Manager, Financial Application
Information Solutions Branch
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-790-4867
E-mail address: violet.fox@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

202C-1960 Scott Street
Ottawa ON K1Z 8L8
Telephone: 613-695-9800
Email: @fasttrackstaffing.com

s.19(1)

s.20(1)(c)



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7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$16,825.00 Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]
Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]
Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Senior HR Consultant	
A maximum of	days* of effort @
\$4,750.00 plus taxes	
Intermediate HR Consultant	
A maximum of	days* @
	\$12,075.00 plus taxes
Sub-total	\$16,825.00
HST	\$2,187.25
TOTAL	\$19,012.25

* One day of work is 7.5 hours.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$16,825.00: Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 – Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Catherine Charbonneau
Project Support Officer
Information Solutions Branch
275 Sparks Street, SAT – 11074
Ottawa Ontario, K1A 0H8
Telephone: 613863-5383
E-mail: catherine.charbonneau@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/802/ZT
- e. The Contractor's proposal dated February 17, 2016, amended on March 8, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [Supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



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Annexe A – Statement of Work

1 TITLE

HR Services are being requested to provide support to Justice to lead a CS-02 Process with 3 streams.

2 OBJECTIVE

This contract is requested to provide support to the contract authority to lead, execute and complete a CS-02 Process. This contract will commence in fiscal year 2015/16 and will be completed in FY 2016/17. Tasks and deliverables are defined below.

3. BACKGROUND

Justice Canada requires a CS-02 staffing process to be run to support the Information Solutions Branch. The organization is seeking the professional services of HR consultants on call to manage and execute required HR activities on an 'as and when needed' basis.

4. SCOPE OF WORK

The Staffing Process is to be done for an estimation of 100 candidates.

As directed by the Project Authority, the following deliverables are expected to be provided with respect to HR requirements and staffing processes:

Step 1: To be done by March 31st, 2016

- Initiate the collective CS-02 process including
 - Ramp up on process (meetings and reading)
 - Create the Statement of Merit Criteria (SoMC)
 - Commence with the material generation
 - Assist HR with the poster. Poster to be completed for CS-02 Advertised process including 3 streams.

Step 2: To be done by July 31st 2016

- All remaining work (tasks) listed below to complete the staffing process for CS-2 positions under 3 streams.



5. TASK AND DELIVERABLE

5.1 Process Preparation

- Ramp up on process (meetings and reading): Step1
- Participate in meetings and provide necessary status updates: Step 1 and 2
- Create the Statement of Merit Criteria (SoMC): Step 1
- Assist HR with the poster as required: Step 1
- Prepare a master rating guide for the process, including all relevant marking grids Step 2
- Coordinate the approval of all major documents. Step 1 and 2

Note: Justice HR and the technical authority are responsible to sign off on all major documents.

5.2 Material Generation

- Develop test material Step 1 and 2
- Develop Interview Guide Step 1 and 2
- Develop a Reference Check Guide Step 1 and 2
- Develop any other relevant material required for evaluation Step 1 and 2

5.3 Deliverable

- Screen all resumes Step 2
- Coordinate and execute a written exam (to be marked by client) Step 2
- Create a list of candidates for the interview process Step 2
- Gather and collate interview results (interviews conducted by the client) Step 2
- Complete the reference checks Step 2
- Coordinate the collation of results Step 2
- Complete screening informal discussions as requested Step 2

5.4 Documentation

- Documentation of all results provided in a manner acceptable to HR for the completion of the process Step 1 and 2
- Submit Documentation to Project Authority and HR for final approval Step 1 and 2

5.5 Other HR Support

Other HR Activities as requested by the Project Authority Step 1 and 2

6. REPORTING REQUIREMENTS

The Contractor must prepare a monthly status report in a format acceptable to the Project Leader. This report should include, without being limited to, timesheets showing hours worked on a daily basis, financial reports, progress reports, expected delays and corrective measures.

s.19(1)
s.20(1)(c)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19219		Requisition No. - Demande Ord. Off - Bur. deman. Yr. - An. Ser. No. - N° de série 19219 16 0410		Page 1 of 1	
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination		Consignee et destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.		Inspection Agency - Chargé de l'inspection	
Request for proposal <input type="checkbox"/> Demande de proposition		RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA		Direct inquiries to: Adresser toutes demandes de ren. à: PORDONICK, KAYLA 613-946-9012			
Contract <input checked="" type="checkbox"/> Contrat							
Amendment <input type="checkbox"/> Modification							
e to be in Canadian funds and include applicable Canadian customs is excluded from unit prices. GST is extra as applicable to the unit fude packing, packaging and are F.O.B. (including all delivery charges) table; for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box.		Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.		Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:	
le la Couronne, tous les prix seront en monnaie canadienne, les droits La taxe sur les produits et services (TPS) n'est pas comprise dans les La TPS est comprise dans le coût total estimatif. Les prix comprennent compris tous les frais de livraison) aux destinations indiquées dans les qui concerne les taxes provinciales, voir l'Arrangement en matière		1921960410		RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA			
ment Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.		Amendment No.-No. de la modification		Previous Value - Valeur précédente			
approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT		Inc./Decs. - Aug./Dim.		Revised Value - Montant Révisé			

and any other person authorized to act on the Minister's behalf.

Il et toute autre personne désignée pour le remplacer.

ment Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
50 - 4050	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
Amount Montant 21,900.00	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00

LS P.O. is - La devise de ce bon est : CAD

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.							
Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB Destination							
Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du Vendeur (taper ou imprimer)								
March 16, 2016 613-627-2158 Date Telephone No. - N° de téléphone								
Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. Prélevez la copie signée et renvoyez-la immédiatement.		The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et		
						Signature Date For the Minister - Réservé au Ministre K. Pordonick		



Gouvernement du
Canada

s.19(1)
s.20(1)(c)

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	Snr Financial Specialist - [REDACTED]	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
00020	Snr Financial Specialist - [REDACTED]	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00
Financial Codes Codage financier 0130-20050-15--3750 -4050 ====== The currency of this P.O. is - La devise de ce bon est : CAD									

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

THE RIGHT DOOR
300-100 GLOUCESTER ST
OTTAWA ON K2P 0A4
CANADA

Phone: 613-627-2158

Vendor No.- No du Fournisseur

143675

JUS 9200-11 (07/2006)

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition
 Contract Contrat
 Amendment Modification

Accounting Office Code
Code du bureau comptable
19219

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19219 16 0410

Destination

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Page 1 of 1
Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.
Direct inquiries to: Adresser toutes demandes de renseignements à :
PORDONICK, KAYLA
613-946-9012

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.

1921960410

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell. Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)	F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles
Signature	Signature
Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	Date Total Estimated Cost Coût global estimatif \$ 24,747.00
You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Telephone No. - N° de téléphone
Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.
	Signature
	Title - Titre



Department of Justice
Canada Ministère de la Justice
Canada

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to develop a costing framework and review the departmental reserve template for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



Department of Justice
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Canada

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- William Callaghan

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to May 13, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

s.19(1)

s.20(1)(c)

 Department of Justice Canada Ministère de la Justice Canada

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

5.3 Contractor's Representative

Telephone: 613-627-2158
Email: @therightdoor.ca

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:
Category: Senior Financial Specialist
Firm Per Diem Rate:
Estimated Level of Effort: up to a maximum of [REDACTED] days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,900.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein



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Canada

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under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Nadine Desjardins

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions -- Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/857/ZT; and
- (g) the Contractor's proposal dated March 13, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

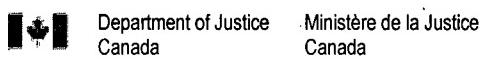


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15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



Contract # 1921960410
The Right Door Consulting and Solutions Inc.

ANNEX A – STATEMENT OF WORK

1. TITLE

Costing Framework and Review of the Departmental Reserve Template

2. OBJECTIVE

The objective of this Contract is to retain the services of a Senior Financial Specialist to develop a costing framework for the Department of Justice Canada and to review the Departmental Reserve template.

3. TASKS

Task A:

Review existing departmental and TBS policies, guidelines and frameworks on costing to develop best practices.

Task B:

Develop a Costing Framework/Guideline for the Department of Justice Canada based on best practices on the following specific topics:

- a) Departmental guidelines in costing of salary and FTEs on numerous topics such as transfer of employees/organizations to new projects/initiatives.
- b) Departmental guidelines in costing on O&M per FTE.
- c) Define scope of Project/Initiative Costing in identifying what is included and excluded.
- d) Define life cycle costing of a project/initiative.
- e) Clear definition and guidelines between full and incremental costs.

Task C:

Document Department of Justice Canada processes and procedures in the annual development of the Legal Services Rates and its related Hybrid Funding Model.

Task D:

Develop a revised costing template for project funding requests against the departmental reserve.

Task E:

Define viable options and methodologies in the repatriation of a-base resources from client departments to Justice based on OGDs best practices if the Hybrid Funding model is modified.

Task F

Brief Resource Management Division Managers and Director on the revised process/guide.

4. DELIVERABLES

The deliverables are as follows:

- 1) Costing Framework
- 2) Revised Costing Templates

Deliverable Due Dates:

Deliverable due dates are to be determined by the Project Authority, but the deliverables must be completed and approved by the Project Authority no later than May 15, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Department of Justice Canada documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite at the Department of Justice in order to fulfill the terms of the Contract.

s.19(1)
s.20(1)(c)

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux Invitations à soumissionner et aux contrats											
From - Ded BEAUVAIS-LEFORT, M. NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-952-2243 FAX:		Date of solicitation - Date de l'invitation à soumissionner Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document ci :		Accounting Office Code Code du bureau comptable 19285		Requisition No. - Demande Ord. Off - Bür. demand. Yr.-An. Ser. No. - N° de série 19285 16 0428		Page 1 of 1 Inspection Agency - Chargé de l'inspection			
<p>Request for proposal <input type="checkbox"/> Demande de proposition</p> <p>Contract <input checked="" type="checkbox"/> Contrat</p> <p>Amendment <input type="checkbox"/> Modification</p> <p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane et les taxes d'excise comprises. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) et destinés à la destination(s) indiquée(s) dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</p>		<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les communiqués et tous les bordereaux d'accompagnement.</p> <p>1928560428</p>		<p>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:</p> <p>WORKPLACE BRANCH DEPARTMENT OF JUSTICE CANADA ATT: DIANE LATREILLE (613) 952-6551 350 ALBERT ST ROOM 350 OTTAWA ON K1A 0H8 CANADA</p>		<p>Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.</p> <p>Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUVAIS-LEFORT, M. 613-952-2243</p>					
		Amendment No.-N° de la modification		Previous Value - Valeur précédente							
		Inc./Decs. - Aug./Dim.		Revised Value - Montant Révisé							
<p>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.</p> <p>2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/462/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/462/ZT sont incorporées dans les présentes.</p>											
Item Article	Description			From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
00010	Mental Health Initiative			2016.03.30	2016.06.30	19285			13%	290.55	2,525.55
00020	Mental Health Initiative			2016.03.30	2016.06.30	19285			13%	2,179.45	18,944.45
<p>Financial Codes Codage financier 0130-18045-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>				Amount Montant 19,000.00							
<p>Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00</p> <p>On - Le</p> <p>Name and address of Vendor - Nom et adresse du fournisseur OMR STAFFING SOLUTIONS 906-75 ALBERT ST OTTAWA ON K1P 5E7 CANADA Phone: 613-234-4972</p>				<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefore. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</p>				<p>Site point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.</p> <p>F.O.B. Point / Point FAB Destination</p> <p>Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.</p> <p>For the Minister - Réservé au Ministre Signature _____ Date _____</p>			
Vendor No. - No du Fournisseur 128321		Fax No. - No. de Télécopie JUS 9200-11 (07/2006)		<input type="checkbox"/> extant specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> as indic Nous vous fournissons dans le supply a de soe		<p>Return the signed copy forthwith. Prière de retourner immédiatement une copie signée.</p> <p>Mar 30/16 613-234-4972 Date Telephone No. - N° de téléphone \$ 21,470.00 The Vendor hereby accepts/accepte I wedge this contract. A u present control of my signature 000381</p>			



Resulting Contract Clauses
E60ZT-120001/462/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 30th, 2016 to June 30th, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Department of Justice
Canada

Ministère de la Justice
Canada

s.19(1)

Requisition No. – 1000020428

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais Lefort
Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Bruno Theriault
Director General, Workplace Branch
Department of Justice Canada
350 Albert Street, Suite 300
Ottawa Ontario, K1A 0H8
Telephone: 613-941-2818
E-mail address: bruno.theriault@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[REDACTED]
75 Albert Street, Suite 906
Ottawa ON K1P 5E7
Telephone: 613-234-4972 ext. [REDACTED]
Email: bidresponse@qmconsulting.com



Department of Justice
Canada

Ministère de la Justice
Canada

s.19(1)
s.20(1)(c)

Requisition No. – 1000020428

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$19,000.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Peter Hadwen – Senior Business Analyst Consultant		
A maximum of	days of effort @	\$19,000.00 plus taxes
HST		\$2,470.00
TOTAL		\$21,470.00

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$19,000.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Diane Latreille
Administrative Officer
Workplace Branch
350 Albert Street, Suite 300
Ottawa Ontario, K1A 0H8
Telephone: 613-952-6551
E-mail: diane.latreille@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/462/ZT
- e. The Contractor's proposal dated March 9, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annexe A – Statement of Work

1 TITLE

Mental Health Departmental Action Plan

2 OBJECTIVE

The objective of this contract is to support and deliver some important components of the recent departmental action plan on Mental Health. This work will help the Department of Justice to implement its mental health strategy for the organization.

3. REQUIREMENT DESCRIPTION

The Department of Justice has recently developed a draft action plan to support psychological health in the organization. The services required by the consulting firm will be to develop and deliver some components of the action plan. The focus of this work will be on developing a framework for plan and performance, establishing the basis for monitoring performance against plan, and ensuring effective governance is in place to enable progress against plan. The deliverables will leverage best practices in other government departments, and also build on the work already accomplished by Justice Canada. See Section 6.2 and 6.3 for details

4. SCOPE OF WORK

4.1 Tasks / Detailed Services

1- Project Kick-off (review of proposal workplan, preparation of questions and comments)

Due date; March 31st, 2016

2- Discovery (Initial Content)

- a. Request and review of relevant documents. This will include Justice Canada program documents, but also documents from other government departments with similar psychological health in the workplace programs (e.g., ESDC, and also the consultative results of TBS).
- b. Development of an outline/framework documents to create a visual and content understanding of "What is being built" for the final deliverable (e.g. structure, text, graphics, and tables suitable for the final deliverables (word document and power point)
- c. Discussion and confirmation of the key structure and proposed content for all key deliverables. For example, this will include confirming the logic model and performance measurement framework. It will also include a roughed out version of the Terms of Reference for the governance committee.

Due date: Second week of April, 2016



3- Establish Draft Content of key Deliverables to make Ready for Stakeholder Forum

- a. Conduct interviews with Champion and selected stakeholders regarding SWOT of current psychologic health at Justice, vision (end state), priority activities, governance requirements, desired outcomes
- b. Conduct working sessions/meetings with Workplace Branch officials to put content around the following structures to make them ready for the One-Day forum of stakeholders:
 - i. Framework
 - ii. Governance (committee)
 - iii. Performance measurement
 - iv. Agenda and facilitation approach for forum
- c. Prepare and submit drafts to the client, and review and finalize as drafts for use in the one-day forum

Due date: end of April, 2016

4- Conduct One-Day Forum of Stakeholders

- a. Develop and refine agenda and facilitation approach
- b. Facilitate the session in both official languages – with reference to the documents/structures prepared in task 3. The goal of the session is to present the proposed framework, obtain support for its contents, and facilitate agreement on a list of priority actions phased over a multi-year time period. Time permitting the forum should also review the draft Terms of Reference for the Committee, and the draft performance indicators.
- c. Prepare a short report on the session, which will include content and recommendations about the framework.

Due date: Second week of May, 2016

5- Prepare Final Deliverables

- a. Revisions to the Terms of Reference will be prepared for final review by the Champion.
- b. Completion of a report on AS IS and TO BE organization structure.

Due date; End of May, 2016

4.2 Deliverables and Acceptance Criteria

The Consulting firm will be responsible to deliver the following results:

1) Mental Health Framework:

Develop a Mental Health Framework that will set out the vision, desired outcomes, pillars of activities and the expected outputs and short-term outcomes. This will set the basis for an integrated plan of priority activities phased-out over the next three years to achieve



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measurable outcomes. The framework will be in a placemat format with supporting description.

2) Stakeholders Forum:

Organize and facilitate a one-day forum with stakeholders to discuss the current organizational approach on psychological health. The key output of the forum will be a list of priority actions phased out over a multi-year roadmap.

3) Mental Health Departmental Committee:

Develop Terms of Reference, membership and governance relating to the proposed action to establish a departmental committee to provide guidance and direction on the management of psychological health lead by the Mental Health Champion.

4) Performance Measurement Plan :

Identify key performance indicators to monitor the status of psychological health and assess progress. These indicators will align with the framework, and follow SMART principles. They will be leading and lagging indicators to serve as the basis for continuous improvement of services